SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 192116EROLESA0001

PAGE 1 OF 34

2. CONTRACT NO.: GS-10F-0118S

3. AWARD/ EFFECTIVE DATE:

4. ORDER NUMBER: HSCECR-16-F-00001

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. **FOR SOLICITATION INFORMATION CALL:**
a. NAME: (b)(6); (b)(7)(C)
b. TELEPHONE NUMBER *(No collect calls)*: 202-732-(b)(6); (b)(7)(C)

8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY — CODE: ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS: 541618
SIZE STANDARD: (b)(4)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE:

(b)(6); (b)(7)(C)
PORTALS III 1201 MARYLAND AVE SOUTH
WASHINGTON DC 20024

16. ADMINISTERED BY — CODE: ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/ OFFEROR — CODE: 8252293180000 — FACILITY CODE:

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE: ICE-ERO-FHQ-RMD

DHS ICE
BURLINGTON FINANCE CENTER
PO BOX 1620
ATTN ICE-ERO-FHQ-RMD
WILLISTON VT 05495-1620

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 825229318 COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) This order establishes the Task Order entitled,				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $4,245,495.48

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ______ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: ______ OFFER DATED ______. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR:

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*: (b)(6); (b)(7)(C)

30b. NAME AND TITLE OF SIGNER *(Type or print)*:

30c. DATE SIGNED:

SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	"ERO Organizational Transformation" between Immigration and Customs Enforcement and McKinsey & Company LLP, to provide integrated consulting services. Services shall be provided in accordance with the attached Statement of Work, and the Vendor's quote dated September 8, 2015, which is hereby incorporated by reference. This order is placed under the Vendor's GSA MOBIS Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order. Exempt Action: Y Accounting Info: (b)(7)(E) Period of Performance: 10/23/2015 to 10/22/2016				
0001	Base Year Services	(b)(4)			
0002	Base Year Travel Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0) Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: ____________

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00001

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Base Year Surge Not to Exceed (b)(4) of Line Item 0001 and to be approved by the COR	(b)(4)			
1001	Option Period I Services (Option Line Item) 09/23/2016				
1002	Option Period I Travel Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0) (Option Line Item) 09/23/2016				
1003	Option Period I Surge Not to Exceed (b)(4) of Line Item 1001 and to be approved by the COR (Option Line Item) 09/23/2016				
2001	Option Period II Services (Option Line Item) 09/23/2017				
2002	Option Period II Travel Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0) (Option Line Item) 09/23/2017				
2003	Option Period II Surge Not to Exceed (b)(4) of Line Item 2001 and to be approved by the COR (Option Line Item) 09/23/2017				
3001	6-Month Option Period Services (FAR 52.217-8) (Option Line Item) 09/23/2018 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002	6-Month Option Period Travel Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0) (Option Line Item) 09/21/2018				(b)(4)
3003	6-Month Option Period Surge Not to Exceed (b)(4) of Line Item 3001 and to be approved by the COR (Option Line Item) 09/21/2018				

NOTE TO ALL VENDORS.INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES.

The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3

Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted.

1. Invoices shall now be submitted via one of the following three methods:
a. By mail:
DHS,ICE, Burlington Finance Center
P.O. Box 1620
Attn: ICE/ERO/FHQ/RMD
Willinston, VT 05495-1620

or
b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)
c. By e-mail at: Invoice.Consolidation@dhs.gov
Invoices submitted by other than these three methods will be returned.

The Burlington Finance Center (BFC) handles both
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.

1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.
2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows:
An invoice must include:
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33,

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
Invoices without the above information may be returned for resubmission.

Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment.

The total amount of award: $5,933,970.50. The obligation for this award is shown in box 26.

U.S. DEPARTMENT OF HOMELAND SECURITY

U.S. Immigration & Customs Enforcement Enforcement and Removal Operations

STATEMENT OF WORK

Attachment A

STATEMENT OF WORK
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ENFORCEMENT AND REMOVAL OPERATIONS
ORGANIZATIONAL TRANSFORMATION

1.0 PURPOSE

The purpose of this Statement of Work (SOW) is to describe the goals and objectives of the U.S. Immigration and Customs Enforcement (ICE), Enforcement and Removal Operations (ERO) for transforming its organization. ICE and ERO senior leadership are seeking expert, innovative consultative services to assist in developing ERO's modernized vision and strategy; communicating this vision and strategy to the workforce and the organization's partners; creating an implementation strategy and tracking and measuring progress; and aligning the organization's culture, personnel and systems to best support the execution of the vision. This transformation must include change management practices that coordinate and leverage existing related initiatives; training and strategic communications planning and implementation; and stakeholder engagement.

2.0 BACKGROUND

ICE ERO has a broad role in the U.S. national and homeland security landscape. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for pursuing and arresting alien fugitives, housing and providing for the medical care of as many as 35,000 detainees, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens ordered removed to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ERO must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ERO is currently undergoing substantial changes in its operations and business practices. These include policy changes and legislative requirements that are moving ERO in new directions. These policy changes include recent actions on immigration policy, which sets forth the Department of Homeland Security's civil immigration enforcement priorities and the DHS Priority Enforcement Program. These changes require an adaptive workforce, and the organization's close operational ties to partner immigration agencies require data synchronization across agencies to support and explain how the new mandates are affecting operations. Information technology initiatives are underway; ERO is implementing a sweeping single career path initiative for its law enforcement workforce; and major business process reengineering initiatives are in various phases of design and implementation. ERO requires a comprehensive, transformative vision and strategy that will integrate all existing and needed initiatives.

3.0 PERIOD OF PERFORMANCE

Base Period:	October 23, 2015 – October 22, 2016
Option Period I:	October 23, 2016 – October 22, 2017
Option Period II:	October 23, 2017 – October 22, 2018

4.0 CONTRACT TYPE

Firm fixed price with supplemental time and materials line items.

5.0 SCOPE OF WORK AND TASK DESCRIPTIONS

This Statement of Work (SOW) defines the support services that ERO requires to establish a clear review, a detailed assessment, and a plan for material change and improvement of the personnel, processes, technology, and infrastructure that support ERO's new mission. The SOW also requires the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with strategic consulting services to assist ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future; assisting in hiring, training, and fully developing a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all tasks against metrics for success. The Government requires deep expertise and experience concerning management of transformational organizational change, including, planning, communications, and change management, in a homeland security and law enforcement environment.

5.1 Task 1: Project Management Plan

The contractor shall develop and submit to the Government for review a project approach and plan. Plan will describe the methodology that will be followed by the contractor, approach for completing all activities/deliverables identified in this SOW, key milestones, and mitigation strategies for any perceived risks through the lifecycle of the contract. In addition, the contractor shall review and revision of the existing Plan on an annual basis to determine how budget or policy changes affect future milestones.

5.2 Task 2: Refine ERO's Vision and Strategy

The contractor shall:

- Review and analyze existing personnel, processes, tools and infrastructure used to accomplish ERO missions.

- Identify impacted ERO, ICE, DHS, and other stakeholders.

- Develop and refine, with assistance from ICE stakeholders, a feasible, focused, and flexible vision for ERO consistent with its new mission and operational needs.

- Define, with assistance from ICE stakeholders, ERO’s goals, objectives, and performance metrics to measure outcomes of ERO’s updated vision and strategy.

5.3 Task 3: Assess ERO’s Workforce and Assist in Aligning the Workforce to ERO’s Vision and Strategy

The contractor shall:

- Assist ERO management in refreshing ERO’s values within the context of the broader ICE values; examine ongoing operational workforce analyses; and assist ERO, the ICE Office of Human Capital (OHC), and other ICE program office management in completing an ERO-wide staffing model.

- Assist ERO and OHC management in assessing and determining additional ERO workforce professionalization requirements (including, but not limited to, uniform hiring and training standards; appropriate entry qualification standards such as minimum educational standards, fitness standards, foreign language skills; and background examination procedures for new hires in coordination with OPM guidelines);

- Assist ERO management in developing workforce training and professional development opportunities that align the workforce to the vision and unique challenges to the ERO mission, and prepare ERO employees to meet new organizational standards and expectations;

- Assist ERO and OHC management in developing a career progression strategy that includes minimum promotion qualification standards for positions throughout the organization.

- Assist the OHC management in developing personnel and other human resource systems necessary to support hiring, building, and supporting a stellar workforce.

5.4 Task 4: Assess ERO’s Organizational Structure and Align ERO’s Operating Model to the Vision and Strategy

The purpose of this task is to assist in aligning ongoing transformation efforts and consolidate them into a cohesive, overarching operating model for ERO.

The contractor shall:

- Assist with analyzing ERO’s organizational structure and other ICE program office management to identify potential gaps in mission-essential and mission-supporting activities.

- Assist with assessing the personnel, processes, tools and infrastructure ERO uses to identify aliens that present a public safety or national security risk and provide recommendations to improve program efficiency and effectiveness.

- Provide recommendations concerning restructuring ERO programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives.

5.5 Task 5: Assess Information Technology and Data Management

The contractor shall assess existing and ongoing data management and data sharing efforts within ERO and recommend improvements in order to satisfy internal and external reporting requirements.

5.6 Task 6: Provide Implementation Strategies

The contractor shall create, with assistance from ICE stakeholders, an implementation plan to achieve goals and objectives. This plan shall include timelines, key milestones, the development of metrics, and tools to measure progress.

5.7 Task 7: Communications Strategy

All stakeholders must recognize their roles through all stages of the transformation process. The purpose of this task is to ensure transparent, coordinated communications regarding ERO's transformation.

The contractor shall:

- In coordination with ERO, the ICE Office of Public Affairs management, and other ICE program office management, create plans to articulate and share ERO's vision, goals and plans with the ICE workforce and external stakeholders, including the other DHS components and headquarters, Congress, Federal, state, and local law enforcement partners, and non-governmental organizations.
- In support of ERO management engage internal ICE stakeholders and designated external stakeholders to ensure awareness, understanding and support of the vision and transformation steps.
- Contribute to developing communications tools and products to effectively communicate the overarching rationale for changes and the role that individual internal and external stakeholders have in effecting that change.

5.8 Task 8: Assist with Implementation of Strategies

The purpose of this task is to administratively assist in the implementation of the proposed strategies and plans.

The contractor shall:

- Draft and disseminate approved final versions of policy and procedures to identified personnel and distribution groups, prepare and distribute schedules, monitor implementation activities, and advise Government personnel of the status and feedback on same.
- Gather, consolidate, and summarize statistical reports, draft briefing papers, and responses to requests from DHS, Congress, the White House, and other external stakeholders.
- Develop agendas, presentation materials, schedule and facilitate meetings, working groups and informational sessions.
- Prepare briefings and issue papers, studies, recommendation, responses and reports about the mission, activities, and related statistics
- Interact with a full range of field, Headquarter ERO, ICE and DHS officials as appropriate
- Coordinate with multiple individuals and organizations to resolve problems

6.0 DELIVERABLES

Unless explicitly stated otherwise, ERO expects that all deliverables in the table below will be completed in the Base Year of this task order. The option years in the period of performance will be used to complete or revise any deliverables that were not completed in the Base Year due to no fault of the vendor, assist ICE with ongoing tasks and implementation, and perform additional services that are within the scope of this SOW.

No.	Deliverable	Description	Due Date
1.	Kickoff Meeting	Kickoff Meeting.	NLT 5 business days after award
2.	Draft Project Plan	Draft Project Management Plan with technical activities, schedule for accomplishment of tasks, resource levels, and a travel and communication plan.	NLT 20 business days after award
3.	Project Plan	Project Management Plan with technical activities, schedule for accomplishment of tasks, resource levels, and a travel and communication plan.	NLT 7 business days after vendor receives government review and comment of the Draft Project Plan
4.	Initial Report to ERO Leadership	As described under Task 2	6 weeks after award
5.	Bi Weekly Progress Meeting	Conduct bi-weekly progress meetings with the COR. The progress meetings will, at a minimum, discuss contractor performance, deliverables, risks and any issues relevant to meeting the requirements of the task order.	Held bi-weekly for the duration of the period of performance.
6.	ERO Strategic	Including requirements under Tasks	30 weeks after award

	Plan to Include a Gap Analysis	2-4	
6a.	Strategic Plan Review	Review and revise existing strategic plan to determine how budget or policy changes affect all task.	Due 30 business days prior to end of Base
6b.	Strategic Plan Review 2	Review and revise existing strategic plan to determine how budget or policy changes affect all task.	Due 30 business days prior to end of Option 1
7.	Business Case(s)	One for each investment recommendation. For IT investments this will include D102 deliverables.	30 weeks after award
8.	Implementation Plan for Strategic Strategies	As described under Task 6. Will include timelines and key milestones.	34 weeks after award
9.	Communications Plan	As described under Task 7	34 weeks after award

7.0 PERSONNEL

7.1 Key Personnel

The Contractor shall provide the necessary level of professional and technical assistance to support ERO's transformation mission. Key personnel shall consist of the following:

1) Project Manager (PM). The contractor shall designate a PM who shall be responsible for management and performance of all work performed under this Task Order.

2) Alternate Project Manager (APM). The contractor shall also designate an APM who will share responsibilities with the PM.

The Government will have the right to approve the PM and APM selected for this Contract. The PM shall be the primary point of contact for the Contracting Officer (CO) and designated Contracting Officer Representative (COR). The PM shall ensure contractor employees are aware of, understand, and abide by DHS (Headquarters) and ICE established rules, regulations, and safety practices. The PM shall be accessible via telephone and email between the hours of 0800 and 1730 Eastern Time, Monday through Friday with the exception of designated federal holidays. The PM shall have full authority to act for the contractor on all contract matters relating to daily operations.

The PM and APM shall be able to read write, speak, and understand English fluently, have a minimum of 5 years project management experience, have sufficient experience to execute all project management duties and be a certified Project Management Professional (PMP) identified per the Project Management Institute (PMI). Both the PM and APM should possess directly relevant experience working in organizational, transformational, and change management in challenging and evolving environments typical of immigration enforcement, homeland security, and law enforcement. Both the PM and APM should also hold a four-year degree from an accredited college/university.

The Government will have the right to approve the Key Personnel selected for this Contract. These personnel will require Government approval prior to replacement: the Contractor shall submit a written notice of intent to replace the Key Personnel along with the resume of the proposed replacement(s) to the CO a minimum of ten (10) business days prior to the proposed date of change. All proposed replacement(s) shall possess qualifications equal to or superior to those of the Key Personnel being replaced.

7.2 Additional Required Personnel

The Contractor shall also propose Subject Matter Experts (SME). These experts should also possess directly relevant experience working in organizational, transformational, and change management in challenging and evolving environments typical of immigration enforcement, homeland security, and law enforcement. SME’s should also hold a four-year degree from an accredited college/university.

The offerors’ submissions shall include a detailed staffing plan including resumes for key personnel to include experience, skills, education, training, qualifications and certifications. All proposed personnel shall be capable of working on-site at DHS when cleared by DHS Security to enter on duty, and are expected to work for the duration of the order.

8.0 PLACE OF PERFORMANCE

Services shall be performed at various DHS locations throughout the National Capital Region, Washington, D.C., and in field office locations to be determined during the course of the performance process.

9.0 HOURS OF OPERATION

Normal on-site operations must be carried on between the hours of 0800 and 1630 local time, Monday through Friday, unless otherwise authorized by the ICE COR.

10.0 GOVERNMENT HOLIDAYS.

The following Government holidays are observed by Government personnel: New Year’s Day, Martin Luther King’s Birthday, Presidential Inauguration Day (metropolitan DC area only), President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Government offices may also be closed under the following circumstances: any kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals, or any other unexpected Government closures. The contractor shall not invoice labor for days when government offices are closed.

11.0 TRAVEL

The contractor shall not be reimbursed travel and per diem to ICE sites within the Washington, DC Metropolitan Area up to a 50-mile radius of the worksite where a contractor has an office. Local travel expenses within the Washington, DC Metropolitan area shall not be reimbursed (this includes parking). All travel outside the Washington, DC Metropolitan area must be approved by the COR in advance. No travel will be reimbursed without prior approval from the COR. In the event the contractor is required to travel outside of the Washington, DC Metropolitan area, the contractor will provide the COR with a completed Request for Travel Authorization at least 5 (five) business days prior to the requested travel date.

The contractor will be required to travel to ERO field offices with visits for efficiency to the multiple field offices in a single trip as determined by the ICE COR.

Travel expenses will be reimbursed consistent with Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs, and the substantive provisions of the Federal Travel Regulation (FTR), as applicable, and consistent with the not-to-exceed (NTE) amount specified for this contract line item (CLIN). The FTRs may be located and downloaded from www.gpoaccess.gov/cfr or www.gsa.gov/federaltravelregulation.

12.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & INFORMATION

If the contractor is working on a Government site, the Government will provide only that property which is required to configure a suitable workstation, telephone, and office environment for assigned on-site personnel only. All training materials, policies, procedures, timelines or other documentation, electronic work products, are the property of DHS ICE. The contractor shall not copyright, nor own exclusive rights to products developed by contractor employees for DHS ICE. Contract personnel are not allowed to meet with external vendors or suppliers and/or represent ICE at meetings dealing with any entities external to ICE without an ICE official present.

13.0 INVOICING

SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT

The contractor will submit an invoice to ICE on a monthly basis based on the work completed and accepted by the Government. The contractor will submit invoices to the Burlington Finance Center (BFC) via one of the following three methods:

a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: TBD

b. By facsimile (fax): (include a cover sheet with point of contact and number of pages) (802) 288-7658

c. By e-mail: Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and will be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office will also be notated on every invoice.

Payments of invoices or vouchers will be subject to the withholding provisions (if any) stated in the task order. In the event that amounts are withheld from payment in accordance with provisions of the task order, a separate invoice for the amount withheld will be required before payment for that amount may be made.

14.0 SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a favorable full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the COR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions." Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**

2. FD Form 258, "Fingerprint Card" **(2 copies)**

3. Foreign National Relatives or Associates Statement

4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)

6. Authorization for Release of Medical Information

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS

IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

PROVISIONS & CLAUSES

ATTACHMENT B

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: http://www.acqnet.gov/FAR/

DHS: http://farsite.hill.af.mil/VFHSAR1.htm

GSAM: http://www.acquisition.gov/GSAM/gsam.html

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at “FAR 52.252-2, Clauses Incorporated by Reference” contained in the basic contract and “A.2 FSS RFQ Introductory Language” contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer’s Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order with supplemental time and materials line items.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within sixty days prior to the end of the contract period;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

> (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain

proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

1. Project Manager – Tony D'Emidio
2. Alternate Project Manager – Tom Dohrmann

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions*. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

(1) Truncated SSN (such as last 4 digits)
(2) Date of birth (month, day, and year)
(3) Citizenship or immigration status
(4) Ethnic or religious affiliation
(5) Sexual orientation
(6) Criminal History
(7) Medical Information
(8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities*. The Contractor shall follow all current versions of Government policies and guidance accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors, or available upon request from the Contracting Officer, including but not limited to:

(1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
(2) DHS Sensitive Systems Policy Directive 4300A

(3) DHS 4300A Sensitive Systems Handbook and Attachments
(4) DHS Security Authorization Process Guide
(5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
(6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
(7) DHS Information Security Performance Plan (current fiscal year)
(8) DHS Privacy Incident Handling Guidance
(9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at http://csrc.nist.gov/groups/STM/cmvp/standards.html
(10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at http://csrc.nist.gov/publications/PubsSPs.html
(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at http://csrc.nist.gov/publications/PubsSPs.html

(d) *Handling of Sensitive Information*. Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements*. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

> (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
>
> (2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.

g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.
(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.
(End of clause

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.
(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.
(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
DHS/ICE-007 Alien Criminal Response Information Management System (ACRIMe)

DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records
DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records
DHS/ICE-004: Bond Information Management System
GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at http://www.gpo.gov/fdsys/.
(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
(End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.
(End of clause)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 192116FHQMSDCM194
PAGE 1 OF 20

2. CONTRACT NO.: GS-10F-0118S
3. AWARD/EFFECTIVE DATE:
4. ORDER NUMBER: HSCECR-16-F-00004
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: (b)(6); (b)(7)(C)
b. TELEPHONE NUMBER (No collect calls): 202-732-(b)(6); (b)(7)(C)
8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY — CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE
12. DISCOUNT TERMS: Net 30
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING:
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE ICE/ERO

ICE ENFORCEMENT REMOVAL
IMMIGRATION AND CUSTOMS ENFORCEMENT
801 I STREET NW
(b)(6); (b)(7)(C)
WASHINGTON DC 20536

16. ADMINISTERED BY — CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/OFFEROR — CODE 8252293180000 — FACILITY CODE

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

TELEPHONE NO. 2026623338

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE ICE-OCFO-OFM-DFC

DHS ICE
BURLINGTON FINANCE CENTER
PO BOX 1620
ATTN ICE-OCFO-OFM-DFC
WILLISTON VT 05495-1620

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 825229318 COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (202) 732 (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) This order establishes the Task Order entitled,				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): $4,245,495.48

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ______ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: ______ OFFER DATED ______. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: (b)(6); (b)(7)(C)
30c. DATE SIGNED: 3/16/14

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): (b)(6); (b)(7)(C)
SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	"Enforcement and Removal Operations Change Management Services" between Immigration and Customs Enforcement and McKinsey & Company, Inc. Washington DC, to provide integrated consulting services. Services shall be provided in accordance with the draft Performance Work Statement and Quality Assurance Surveillance Plan contained in the Vendor's quote dated January 8, 2016, which are hereby incorporated by reference. This order is placed against the Vendor's GSA Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order. Exempt Action: N Delivery: 30 Days After Award Accounting Info: (b)(7)(E) Period of Performance: 03/21/2016 to 03/20/2017				
10001	BASE PERIOD CHANGE MANAGEMENT SERVICES				(b)(4)
10002	BASE PERIOD TRAVEL Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004	PAGE 3	OF 20

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10003	BASE PERIOD SURGE SERVICES				(b)(4)
20001	OPTION PERIOD I CHANGE MANAGEMENT SERVICES Amount: (b)(4) (Option Line Item) 02/20/2017				
20002	OPTION PERIOD I TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2017				
20003	OPTION PERIOD I SURGE SERVICES Amount: (b)(4) (Option Line Item) 02/20/2017				
30001	OPTION PERIOD II CHANGE MANAGEMENT SERVICES Amount: (b)(4) (Option Line Item) 02/20/2018				
30002	OPTION PERIOD II TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2018				
30003	OPTION PERIOD II SURGE SERVICES Amount: (b)(4) (Option Line Item) 02/20/2018				
40001	OPTION PERIOD III CHANGE MANAGEMENT SERVICES Amount: (b)(4) (Option Line Item) 02/20/2019				
40002	OPTION PERIOD III TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2019				
40003	OPTION PERIOD III SURGE SERVICES Amount: (b)(4) Option Line Item) Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004	PAGE 4 OF 20

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

02/20/2019

INVOICE PAYMENT:

INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES.

The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3

Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted.

1. Invoices shall now be submitted via one of the following three methods:
a. By mail:
DHS,ICE, Burlington Finance Center
P.O. Box 1620
Attn: ICE/ERO/FHQ/RMD
Willinston, VT 05495-1620

or

b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)

c. By e-mail at: Invoice.Consolidation@dhs.gov
Invoices submitted by other than these three methods will be returned.

The Burlington Finance Center (BFC) handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.

1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

office identified in the delivery order/contract shall also be notated on every invoice.

2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows:

An invoice must include:
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Continued ...

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Invoices without the above information may be returned for resubmission. Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment. The total amount of award: $5,933,970.50. The obligation for this award is shown in box 26.				

ADDITIONAL CLAUSES

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: http://www.acqnet.gov/FAR/

DHS: http://farsite.hill.af.mil/VFHSAR1.htm

GSAM: http://www.acquisition.gov/GSAM/gsam.html

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.2 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order with supplemental time and materials line items.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within sixty days prior to the end of the contract period;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

(1) Project Manager – Tony D'Emidio
(2) Alternate Project Manager – Thomas Dohrmann

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions*. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically

authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

(1) Truncated SSN (such as last 4 digits)
(2) Date of birth (month, day, and year)
(3) Citizenship or immigration status
(4) Ethnic or religious affiliation
(5) Sexual orientation
(6) Criminal History
(7) Medical Information
(8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities*. The Contractor shall follow all current versions of Government policies and guidance accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors, or available upon request from the Contracting Officer, including but not limited to:

(1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

(2) DHS Sensitive Systems Policy Directive 4300A
(3) DHS 4300A Sensitive Systems Handbook and Attachments
(4) DHS Security Authorization Process Guide
(5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
(6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
(7) DHS Information Security Performance Plan (current fiscal year)
(8) DHS Privacy Incident Handling Guidance
(9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at http://csrc.nist.gov/groups/STM/cmvp/standards.html
(10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at http://csrc.nist.gov/publications/PubsSPs.html
(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at http://csrc.nist.gov/publications/PubsSPs.html

(d) *Handling of Sensitive Information*. Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements*. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly

authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.
(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.
(End of clause

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.
(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.
(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
DHS/ICE-007 Alien Criminal Response Information Management System (ACRIMe)
DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records

DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records
DHS/ICE-004: Bond Information Management System
GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at http://www.gpo.gov/fdsys/.
(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
(End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
(End of clause)

ADDITIONAL CLAUSES

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: http://www.acqnet.gov/FAR/

DHS: http://farsite.hill.af.mil/VFHSAR1.htm

GSAM: http://www.acquisition.gov/GSAM/gsam.html

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.2 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order with supplemental time and materials line items.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within sixty days prior to the end of the contract period;** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

(1) Project Manager – Tony D’Emidio
(2) Alternate Project Manager – Thomas Dohrmann

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions*. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically

authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

(1) Truncated SSN (such as last 4 digits)
(2) Date of birth (month, day, and year)
(3) Citizenship or immigration status
(4) Ethnic or religious affiliation
(5) Sexual orientation
(6) Criminal History
(7) Medical Information
(8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities*. The Contractor shall follow all current versions of Government policies and guidance accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors, or available upon request from the Contracting Officer, including but not limited to:

(1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

(2) DHS Sensitive Systems Policy Directive 4300A
(3) DHS 4300A Sensitive Systems Handbook and Attachments
(4) DHS Security Authorization Process Guide
(5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
(6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
(7) DHS Information Security Performance Plan (current fiscal year)
(8) DHS Privacy Incident Handling Guidance
(9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at http://csrc.nist.gov/groups/STM/cmvp/standards.html
(10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at http://csrc.nist.gov/publications/PubsSPs.html
(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at http://csrc.nist.gov/publications/PubsSPs.html

(d) *Handling of Sensitive Information*. Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements*. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly

authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.
(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.
(End of clause

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.
(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.
(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
DHS/ICE-007 Alien Criminal Response Information Management System (ACRIMe)
DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records

DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records
DHS/ICE-004: Bond Information Management System
GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at http://www.gpo.gov/fdsys/.
(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
(End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
(End of clause)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: See Schedule

PAGE 1 OF 38

2. CONTRACT NO.: GS-10F-0118S

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER: HSCECR-17-F-00003

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6); (b)(7)(C) b. TELEPHONE NUMBER *(No collect calls)* 202-732-(b)(6); (b)(7)(C)

8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE ICE/ERO

ICE ENFORCEMENT REMOVAL
IMMIGRATION AND CUSTOMS ENFORCEMENT
801 I STREET NW
(b)(6); (b)(7)(C)
WASHINGTON DC 20536

16. ADMINISTERED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/OFFEROR CODE 8252293180000 FACILITY CODE

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE ICE-OCFO-OFM-DFC

DHS ICE
BURLINGTON FINANCE CENTER
PO BOX 1620
ATTN ICE-OCFO-OFM-DFC
WILLISTON VT 05495-1620

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 825229318 COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) (202)				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $1,608,792.49

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ______ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: ______ OFFER DATED ______. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

(b)(6); (b)(7)(C)

SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

OFFICER *(Type or print)*

31c. DATE SIGNED 08 Dec 2016

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	732-(b)(6); (b)(7)(C) This order establishes the Task Order entitled, "Enforcement and Removal Operations Transformation 2.0" between Immigration and Customs Enforcement and McKinsey & Company, Inc. Washington DC, to provide integrated consulting services. Services shall be provided in accordance with the attached Performance Work Statement and Quality Assurance Surveillance Plan as well as the Vendor's technical quote dated December 2, 2016, which is hereby incorporated by reference. All prices are in accordance with the Vendor's updated price quote dated December 12, 2016. This order is placed against the Vendor's GSA Schedule Contract # GS-10F-0118S and is subject to the terms and conditions of the GSA Schedule contract and the terms and conditions attached to this order. Exempt Action: N Period of Performance: 01/03/2017 to 10/09/2017				
1001	Transformation Task 3 Step 1a: Test and refine the Task 2 recommendations in one 'alpha' pilot site Fully Funded Obligation Amount: (b)(4) Continued ...				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

☐ PARTIAL ☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: GS-10F-0118S/HSCECR-17-F-00003

PAGE 3 OF 38

NAME OF OFFEROR OR CONTRACTOR: MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0006 Delivery: 1 Days After Notice to Proceed Accounting Info: (b)(7)(E) Funded: (b)(4)				
1002	Transformation Task 3 Step 1b: Test and refine the Task 2 recommendations in two 'beta' pilot sites Amount: (b)(4) (Option Line Item) 04/24/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				(b)(4)
1003	Transformation Task 3 Step 2a: Support wave implementation and build capabilities in 4 Wave 1 sites Amount: (b)(4) (Option Line Item) 06/19/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				(b)(4)
1004	Transformation Task 3 Step 2b: Support wave implementation and build capabilities in additional 1 Wave 1 site (San Antonio) Amount: (b)(4) Option Line Item) 08/14/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Continued ...				(b)(4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003	PAGE 4	OF 38

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: Funded: (b)(4)				
2001	Total Cost of Ownership Procurement Strategy Step 1 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0007 Delivery: 1 Days After Notice to Proceed Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)
2002	Total Cost of Ownership Procurement Strategy Steps 2-4 Amount: (b)(4) Option Line Item) 02/23/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				(b)(4)
3001	Talent Management Strategy Step 1: Strategy Development Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Requisition No: 192117EROLESA0005 Delivery: 30 Days After Award Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)
3002	Talent Management Strategy Step 2: Strategy Implementation Amount: (b)(4) (Option Line Item) 03/06/2017 Fully Funded Obligation Amount: (b)(4) Product/Service Code: R799 Continued ...				(b)(4)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Product/Service Description: SUPPORT- MANAGEMENT: OTHER

Accounting Info:
Funded: (b)(4)
INVOICE PAYMENT:

INVOICES MAY NOT BE SUBMITTED IN ADVANCE AND PARTIAL INVOICES WILL NOT BE ACCEPTED. PLEASE ENSURE THE FOLLOWING INSTRUCTIONS ARE FOLLOWED TO AVOID PAYMENT DELAYS DUE TO REJECTED INVOICES.

The Burlington Finance Center now handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3

Contractors please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ and pertain to all invoices submitted.

1. Invoices shall now be submitted via one of the following three methods:
a. By mail:
DHS,ICE, Burlington Finance Center
P.O. Box 1620
Attn: ICE/ERO/FHQ/RMD
Willinston, VT 05495-1620

or

b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)

c. By e-mail at: Invoice.Consolidation@dhs.gov
Invoices submitted by other than these three methods will be returned.

The Burlington Finance Center (BFC) handles both payment submission and payment processing. The BFC customer support number for payment inquiries is: 1-866-233-1915, Option # 3.

1. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov)
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

2. In accordance with Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, the information required with each invoice submission is as follows:

An invoice must include:
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, CONTRACT LINE ITEM NUMBER (CLIN) and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the Government waived the requirement to pay by EFT. Invoices without the above information may be returned for resubmission. Receiving Officer/COTR/Program Office POC: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or BFC will not process the payment. The total amount of award: $13,359,442.00. The obligation for this award is shown in box 26.				

HSCECR-17-F-00003

Performance Work Statement
ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management Strategy

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security mission space. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for housing more than 30,000 detainees every day, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, with ~7,500 dedicated employees, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ICE must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ICE has embarked on an ambitious transformation of ERO to empower its people and strengthen public safety and national security in the current (and future) dynamic environment. In March 2016, the organization launched a disciplined three-phased approach:

- Task 1: Aspire to a bold strategic vision for ERO
- Task 2: Assess the strengths and weaknesses of the current model, and Architect new strategies and recommendations to address those weaknesses
- Task 3: Act on those recommendations and Advance the organization

2. OBJECTIVES

To date, ERO has completed the Task 1 aspiration, conducted its Task 2 assessment, and architected new strategies and recommendations to advance the organization. ERO now has three objectives:

1. Embark on Task 3 to pilot, refine, and implement the Task 2 recommendations
2. Improve ICE's and ERO's procurement strategy (most notably in detention), and transition to a Total Cost of Ownership approach
3. Enhance talent management for all employees, by investing significantly in recruiting, hiring, and developing front-line staff, supervisors, and leaders

3. SCOPE

The Contractor shall provide ERO with innovative strategic consulting services to support ICE in achieving the three objectives above: piloting and implementing the Task 2 recommendations, improving ICE's and ERO's procurement strategy, and enhancing talent management. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of the effort, and establishing and tracking performance of all activities against metrics for success.

4. PERIOD OF PERFORMANCE

Transformation Task 3, Step 1a: January 3, 2017 – April 24, 2017
Transformation Task 3, Step 1b: April 25, 2017 – June 19, 2017
Transformation Task 3, Step 2a: June 20, 2017 – August 14, 2017
Transformation Task 3, Step 2b: August 15, 2017 – October 9, 2017

Total Cost of Ownership Step 1: January 3, 2017 – February 27, 2017
Total Cost of Ownership Steps 2-4: February 28, 2017 – May 22, 2017

Talent Management Strategy Step 1: January 3, 2017 – March 13, 2017
Talent Management Strategy Step 2: March 14, 2017 – May 22 2017

5. TASKS AND DELIVERABLES

Task 3: Pilot, refine, and implement the Task 2 recommendations

The current effort includes several Task 3 activities: developing implementation strategies, developing communications strategies, and evaluating the effectiveness of the change. To increase the odds of a successful transformation, the contractor will support ERO in performing two additional steps within Task 3:

- Step 1: Test and refine the Task 2 recommendations via field “alpha” and “beta” tests, and at HQ.
- Step 2: Support the first full wave (i.e., Wave 1) of the ERO 2.0 roll out and implementation in the field, and continued refinement at HQ

Key activities include:

- Step 1a. Prepare for, execute, and incorporate lessons learned from the “alpha” field test in a single AOR (e.g., Detroit) and the HQ initiatives
    - Develop a set of detailed materials that provide practical guidelines and best practices for ERO staff to execute the recommendations developed in the Architect phase
    - Recruit and train a cohort of individuals who will help lead the pilot and subsequent roll-out of the transformation
    - Test the new strategies and recommendations in a representative “alpha” field office(s) to refine the future-state design, and identify capabilities required to implement

- Step 1b. Test the detailed best practices, job aides, and training material developed during Step 1a, and refine these materials based on the experience of a “beta” test in two additional field sites

  - Refine the recommendations, detailed materials, and implementation strategies based on learnings from the "beta" test
  - Refine ERO 2.0 HQ roll out

- Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs
  - Conduct a "bootcamp" for ERO individuals who will lead Wave 1 implementation
  - Provide support for individuals who are leading Wave 1 implementation in each AOR
  - Refine the ERO 2.0 set of materials, implementation plan, and best practices based on learnings from Wave 1 implementation
  - Provide leadership coaching and facilitation to build capabilities of ERO's leaders to execute the new model, manage the change, and continuously improve

- Step 2b. Roll out ERO 2.0 to San Antonio AOR
  - Conduct a "bootcamp" for ERO individuals who will lead Wave 1 implementation
  - Provide support for individuals who are leading Wave 1 implementation in each AOR
  - Refine the ERO 2.0 set of materials, implementation plan, and best practices based on learnings from Wave 1 implementation
  - Provide leadership coaching and facilitation to build capabilities of ERO's leaders to execute the new model, manage the change, and continuously improve

Deliverables schedule:

Deliverable	**Delivery Date**
STEP 1	
Draft set of materials to support roll out of ERO 2.0. These materials could include, for example: "week in the life" depictions of key roles (e.g., FODs, SDDOs), "how to" guides for key processes (e.g., enforcement, removals, performance management), job aides (e.g., simple reference guides for front-line staff), and communications materials	4/24/17
Successful "alpha" test of the new model	4/24/17
Successful "beta" test of the new model	6/19/17
Refined recommendations, based on learnings from the pilot	6/19/17
Refined set of materials, based on learnings from the pilot	6/19/17
Refined implementation strategies (e.g., master schedule of overall implementation timing, sequencing of key initiatives, resource needs), based on learnings from the pilot	6/19/17
STEP 2	
Bootcamp training materials for ERO individuals leading the charge. These materials would include both "hard" skills (e.g., instruction on the new enforcement and removals processes) and "soft" skills (e.g., change management, influencing, feedback and coaching)	8/14/17

Successful implementation of the new model in Wave 1 field offices	10/9/17
Refined set of materials, based on learnings from Wave 1	10/9/17

Task 4: Improve ICE's and ERO's procurement strategy (most notably in detention), and transition to a Total Cost of Ownership approach

The contractor will undertake a four-step plan to both validate the size of and begin to capture significant procurement improvement opportunity. After Step 1, ICE will make a determination on whether it makes sense to continue work through Steps 2 – 4 (based on the opportunity identified in Step 1).

Key activities include:

- Hold a kick-off meeting with critical ICE stakeholders to review the plan for Steps 1 – 4, and launch a data request to gather the required information to begin work outlined in Step 1
- Step 1: Assess 3-4 high-priority contracts
  - Collaborate with ICE team to select 3 - 4 contracts for robust analysis from high-priority spend categories
  - Conduct detailed analysis of contract services delivered and terms; build "should cost" analysis and compare against price for each contract to determine if there is value at stake ICE could capture

- Step 2: Build Total Cost of Ownership model
  - Define requirements that the TCO model should include
  - Collect and cleanse data
  - Design the conceptual logic of the TCO model
  - Build, test and refine the model

- Step 3: Build negotiation strategies and implement processes
  - Build negotiation strategy to capture value from should cost and other analysis against high priority spend categories
  - Prepare ICE team for negotiations via role plays, scenario analysis, best-alternative-to-negotiated-agreement (BATNA) analysis, etc
  - Conduct analysis to determine which contracts would be highest priority for ICE to analyze
  - Design process for ICE to regularly assess contracted spend for opportunities to achieve best value for ICE
  - Conduct detailed analysis of contract services delivered and terms; build "should cost" analysis and compare against price for each contract to determine if there is value at stake ICE could capture

- Step 4: Assess OAQ and ERO organizational readiness
  - Assess infrastructure and tools
  - Assess talent and capabilities
  - Recommend pipeline management and roll-out

- Assess management and tracking processes
- Assess interface management
- Evaluate the organizational structure

Deliverables schedule:

Deliverable	**Delivery Date**
STEP 1	
Detailed should cost estimate for the focus service in each contract.	2/27/17
Estimate of opportunity across all procurement by extrapolating based on findings from sample set of 3-4 contracts.	2/27/17
STEP 2	
Prioritized lists of the requirements for modeling TCO across mission lifecycle.	4/10/17
Set of logic flows that collectively illustrate the relationships to be captured by a MVP version of a TCO model, including the initial data sets that feed the TCO estimate, as defined by requirements established in the first stage	4/10/17
Data sets to be used in developing a TCO estimate for ICE, including both cost and performance factors, as well as a list of data gaps and potential workarounds or recommendations for future data collection to fill those gaps.	4/10/17
MVP version of a TCO model, including the specific data sets required as inputs, the levers available to users, and the desired outputs.	5/22/17
Perspective on the total value at stake and how ICE can capture	5/22/17
STEP 3	
Negotiation strategy to capture value from the “should cost” analysis for 3 – 4 priority contracts from Step 1, including a summary of sources of leverage in negotiation	5/22/17
Negotiation “script” for 3 – 4 priority contracts from Step 1	5/22/17
Capability building workshops for negotiation & contract analysis team to build skills to manage negotiations and achieve “best value” outcome for ICE	5/22/17
Recommendation on which contracts OAQ should prioritize going forward for analysis based on both size of potential opportunity and contract timing	5/22/17
Process to use TCO model, should cost, and other procurement tools to regularly assess and improve value gained from high priority ICE spend areas	5/22/17
STEP 4	
Evaluation of ICE pricing tools and databases versus best-in-class for obtaining optimal pricing / should cost estimates	5/22/17
Evaluation of ICE capabilities vs. those required to obtain best-in-class pricing; summary of gaps that must be closed to reach best-in-class	5/22/17
Evaluation of how ICE sets priorities for which contracts to conduct price analysis; evaluation of ICE effectiveness in closing difference between today’s price vs. should cost	5/22/17

Deliverable	Delivery Date
Evaluation of ICE metrics / tracking methodology for driving "best value" vs. those used by organizations that achieve best-in-class pricing, including use / effectiveness of management tools such as dashboards	5/22/17
Evaluation of how effectively OAQ organization engages with ICE/ERO leadership and other stakeholders (e.g., AORs) to build excitement and gain buy in for its efforts – or to push for best value procurement decisions	5/22/17
Evaluation of OAQ organization roles and responsibilities versus organizations that achieve best-in-class pricing	5/22/17

Task 5: Enhance talent management for all employees, by investing significantly in recruiting, hiring, and developing front-line staff, supervisors, and leaders

The contractor will take a two-step approach to developing and implementing a talent management strategy. Key activities include:

- Step 1: Strategy development
  - Develop a factual baseline
  - Assess current talent management processes, systems and practices
  - Define a key set (3-5) of near-term initiatives for further design and/or immediate implementation to gain momentum through "quick wins."
  - Conduct senior leadership "vision" workshop

- Step 2: Strategy implementation
  - Build and pilot initiatives for each priority area
  - Continue to engage the senior management team and staff throughout the initiative development process

Deliverables schedule:

Deliverable	Delivery Date
STEP 1	
Factual baseline and assessment of current talent management processes, systems and practices across levels and segments	2/13/17
Prioritized set of gaps that must be addressed in Step Two	2/13/17
Talent management strategy with analysis and references	3/13/17
Detailed recommendations on changes needed to existing practices, processes, and systems required to close key gaps	3/13/17
Alignment across key stakeholders on overall vision for talent management and key gaps and capabilities that need to be addressed	3/13/17
STEP 2	
Identification of ERO leadership sponsors to carry initiatives through to national level implementation	4/17/17

Prioritized set of initiatives, with some initiatives piloted and adjustments made based on findings	5/22/17
Communications materials to provide an understanding of the changes and effort by ERO's staff	5/22/17

HSCECR-17-F-00003
Quality Assurance Surveillance Plan
ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management Strategy

1. INTRODUCTION

This Quality Assurance Surveillance Plan has been developed to evaluate Contractor performance while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method for monitoring and evaluating the Contractor's performance for the requirements listed in the PWS.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. In this contract, the quality control program is the driver for service quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved after contract award provides the measures needed to lead the Contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a quality program.

2. OBJECTIVE

This plan provides a quality surveillance strategy for ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management Strategy. The primary intent of the plan is to provide a basis for the Contracting Officer's Representative (COR) evaluation of performance quality. Oversight of Contractor performance will assure quality performance. The plan will also afford the COR and Contracting Officer (CO) a productive mechanism to preclude major deficiencies in performance, provide input for annual contractor past performance evaluations, and make the determination for exercising of contract options.

3. PERFORMANCE INDICATORS (MEASURES). Surveillance of contractor performance will be performed by the appointed COR and the CO based on the surveillance methodologies identified in the Performance Requirements Summary (PRS). The following primary task areas of the contract will be the basis from which all surveillance will originate:

ERO Transformation Task 3

3.1 Step 1a: Prepare for, execute, and incorporate lessons learned from the "alpha" field test in a single AOR (e.g., Detroit) and the HQ initiatives

3.2 Step 1b: Test the detailed best practices, job aides, and training material developed during Step 1a, and refine these materials based on the experience of a "beta" test in two additional field sites

3.3 Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs

3.4 Step 2b. Roll out ERO 2.0 to San Antonio AOR

TCO Procurement Strategy

3.5 Step 1: Assess 3-4 high-priority contracts
3.6 Step 2: Build Total Cost of Ownership model
3.7 Step 3: Build negotiation strategies and implement processes
3.8 Step 4: Assess OAQ and ERO organizational readiness

Talent Management Strategy

3.9 Step 1: Strategy development
3.10 Step 2: Strategy implementation

4. EVALUATION METHODS

The COR efforts will primarily be based on verification and monitoring of the Contractor's performance. For each deliverable outlined in Section 5, the COR will work with ERO Project Leadership to complete the "Quality Assurance Monitoring Form" (see Appendix A). This form provides a record of acceptable performance and ensures that McKinsey has met the stated objectives and/or performance standards, including cost, technical, and scheduling objectives. The COR and McKinsey's Contract Manager will retain a copy of all completed QA surveillance forms.

5. PERFORMANCE REQUIREMENT SUMMARY

The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract.

DHS ICE ERO TRANSFORMATION TASK 3, TCO PROCUREMENT STRATEGY, AND TALENT MANAGEMENT
PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Work to be Performed / Source of Information	Performance Standards	Acceptable Quality Levels	Delivery Date	Methods of Surveillance
ERO Transformation Task 3				
Step 1a. Prepare for, execute, and incorporate lessons learned from the "alpha" field test in a single AOR (e.g., Detroit) and the HQ initiatives	Delivered within the stated timeframe Contain agreed-upon elements	100%	4/24/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 1b. Test the detailed best practices, job aides,	Delivered within the stated timeframe	100%	6/19/2017	100% Inspection – The ERO COR shall review using the Quality

Work to be Performed / Source of Information	Performance Standards	Accept-able Quality Levels	Delivery Date	Methods of Surveillance
and training material developed during Step 1a, and refine these materials based on the experience of a "beta" test in two additional field sites	Contains agreed-upon elements			Assurance Monitoring Form
Step 2a. Roll out ERO 2.0 to El Paso, Houston, San Diego, and Dallas AORs	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/9/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 2b. Roll out ERO 2.0 to San Antonio AOR	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/9/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
TCO Procurement Strategy				
Step 1: Assess 3-4 high-priority contracts	Delivered within the stated timeframe Contain agreed-upon elements	100%	2/27/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 2: Build Total Cost of Ownership model	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 3: Build negotiation strategies and implement processes	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Step 4: Assess OAQ and ERO organizational readiness	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Talent Management Strategy				
Step 1: Strategy	Delivered within the	100%	3/13/2017	100% Inspection – The

Work to be Performed / Source of Information	Performance Standards	Accept-able Quality Levels	Delivery Date	Methods of Surveillance
development	stated timeframe Contain agreed upon elements			ERO COR shall review using the Quality Assurance Monitoring Form
Step 2: Strategy implementation	Delivered within the stated timeframe Contain agreed upon elements	100%	5/22/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form

If the deliverable is unacceptable, McKinsey will be allowed two business weeks to redress any identified shortcomings in performance at no cost to ERO.

The COR will coordinate and communicate with the McKinsey Project Manager and Contract Manager to resolve issues and concerns regarding marginal or unacceptable performance. The COR and Contractor shall jointly formulate tactical and long-term courses of action. Decisions regarding any changes to metrics, thresholds, or service levels will be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification when necessary.

APPENDIX A: QUALITY ASSURANCE MONITORING FORM

STEP: ____

SURVEILLANCE METHOD: 100% Inspection

LEVEL OF SURVEILLANCE: Per Step

ANALYSIS OF RESULTS:

Performance standard	**Quality level**
The deliverables and the related interactions between McKinsey and ERO personnel have been high quality and delivered within the timeframes outlined in the QASP.	☐ Meets Standards ☐ Does not meet Standards

Comments: ____
____

PREPARED BY: _________________________________ **DATE:** ________________

HSCECR-17-F-00003

SECURITY REQUIREMENTS

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in HSCECR-17-F-00003 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), “Questionnaire for Public Trust Positions” Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) Archival Copy. **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

2. Signature Forms generated from e-QIP database upon completion of Questionnaire. (e-signature acceptable) **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

3. SF 87 (Rev. March 2013), “Fingerprint Card” **(Two Original Cards to COR for forwarding to PSU)**

4. Foreign National Relatives or Associates Statement. **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) **(One e-copy uploaded into e-QIP database and one Copy to COR for forwarding to PSU)**

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU, via the COR, of terminations/resignations of contract employees under the contract within five days of occurrence. The Contractor will return any ICE issued identification cards and building passes, of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, via the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to psu-industrial-security@ice.dhs.gov

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program*

Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.
Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

ADDITIONAL CLAUSES

FEDERAL SUPPLY SCHEDULE (FSS) RFQ INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule contract that will be referenced on the Standard Form 1449, Block 2, are hereby incorporated by reference.

The full text of any FAR, DHS and GSA clauses which are incorporated by reference may be obtained at the following URLs:

FAR: http://www.acqnet.gov/FAR/

DHS: http://farsite.hill.af.mil/VFHSAR1.htm

GSAM: http://www.acquisition.gov/GSAM/gsam.html

NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at "FAR 52.252-2, Clauses Incorporated by Reference" contained in the basic contract and "A.2 FSS RFQ Introductory Language" contained in this document. The foregoing clauses contain the Internet address for electronic access to the full text of a clause.

DHS Clauses/Provisions

3052.203-70	Instructions for Contractor Disclosure of Violations (Sept 2012)
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work (Dec 2003)
3052.222-71	Strikes or Picketing Affecting Access to a DHS Facility (Dec 2003)
3052.228-70	Insurance (Dec 2003)
3052.242-71	Dissemination of Contract Information (Dec 2003)
3052.242-72	Contracting Officer's Technical Representative (Dec 2003)
3052.245-70	Government Property Reports [Deviation] (Aug 2008)

FAR Clauses

52.203-6	Restrictions on Subcontractors Sales to the Government (Sept 2006)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Apr 2012)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price task order.

(End of clause)

FAR 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of numbered line items, identified in the Schedule as option items, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 6 days, unless the parties mutually agree to a shorter notice period. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the Task Order.

(End of Clause)

FAR 52.224-1 -- PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

FAR 52.224-2 -- PRIVACY ACT (APR 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

    (i) warrants;

    (ii) options;

    (iii) contracts to acquire stock;

    (iv) convertible debt instruments; and

    (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict arises from the possibility that following the completion of or while in the process of completing this task order, the Government may decide that additional services are required to implement, supplement, or continue the services performed or being performed under this task order.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, within ten (10) business days before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel under this Contract:

(1) Project Manager – Tony D'Emidio
(2) Alternate Project Manager – Thomas Dohrmann

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions*. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive Information" is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically

authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

(1) Truncated SSN (such as last 4 digits)
(2) Date of birth (month, day, and year)
(3) Citizenship or immigration status
(4) Ethnic or religious affiliation
(5) Sexual orientation
(6) Criminal History
(7) Medical Information
(8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities*. The Contractor shall follow all current versions of Government policies and guidance accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors, or available upon request from the Contracting Officer, including but not limited to:

(1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information

(2) DHS Sensitive Systems Policy Directive 4300A
(3) DHS 4300A Sensitive Systems Handbook and Attachments
(4) DHS Security Authorization Process Guide
(5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
(6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
(7) DHS Information Security Performance Plan (current fiscal year)
(8) DHS Privacy Incident Handling Guidance
(9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at http://csrc.nist.gov/groups/STM/cmvp/standards.html
(10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at http://csrc.nist.gov/publications/PubsSPs.html
(11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at http://csrc.nist.gov/publications/PubsSPs.html

(d) *Handling of Sensitive Information*. Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability*. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements*. All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The email notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (SEP 2012)

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly

authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

ICE PRO Clauses

PRIV 1.2: Reporting Suspected Loss of Sensitive PII: Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of Sensitive PII.

2. The Contractor must report the suspected loss or compromise of Sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.

3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or Subcontractors. The report must contain the following information:

a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other Government Agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.
(End of clause)

PRIV 1.3: Victim Remediation Provision: The Contractor is responsible for the notification of victims and the provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and its Subcontractors, under this contract. The victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.
(End of clause

PRIV 1.4: Separation Checklist for Contractor Employees: Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.
(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.
(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The Agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-019 Payroll, Personnel, and Time and Attendance Records
DHS/ICE-011 Immigration and Enforcement Operational Records (ENFORCE)
DHS/ICE-007 Alien Criminal Response Information Management System (ACRIMe)
DHS/ALL-007: Department of Homeland Security Accounts Payable System of Records

DHS/ALL-008: Department of Homeland Security Accounts Receivable System of Records
DHS/ICE-004: Bond Information Management System
GSA/GOVT-003: Travel Charge Card Program System of Records

These SORN may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System of the Government Publishing Office, available at http://www.gpo.gov/fdsys/.
(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.
(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.
(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.
(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.
(End of clause)

REC 1.5: Comply With All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.
(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.
(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY *(If other than Item 6)* CODE	

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

CODE 8252293180000 | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00004

10B. DATED *(SEE ITEM 13)*
03/14/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Contracting Officer:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to incorporate the attached and finalized Performance Work Statement and Quality Assurance Surveillance Plan from the Vendor.

All other terms and conditions remain unchanged.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004/P00001	PAGE 2	OF 10

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Period of Performance: 03/21/2016 to 03/20/2017				

Performance Work Statement
ICE ERO Change Management Services
March 31, 2016

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security landscape. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for pursuing and arresting alien fugitives, housing and providing for the medical care of as many as 35,000 detainees, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens ordered removed to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ERO must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ERO is under pressure to meet an evolving set of competing demands, assuming a wider law enforcement role and more highly-specialized focus areas (e.g., fugitive operations), with no let-up in current mission requirements. In the face of these challenges, ERO has begun making substantial changes to its operations and business practices, including actions on immigration policy, information technology, a single career path, and business process reengineering initiatives.

2. OBJECTIVES

ERO wishes to take a fresh look at the organization's vision and strategy, fundamentally transforming the way the organization operates while boosting employee engagement and morale. Specifically, ERO has six objectives for this effort:

1. Complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas.
2. Make actionable recommendations for ERO to make tangible improvements in critical areas identified.
3. Recommend performance metrics to measure outcomes for this transformational effort and achievable goals to define successful outcomes.
4. Provide consulting services, as requested by ERO, through the period of performance for the purpose of evaluating the effectiveness of recommendations made by the contractor and implementation efforts by ERO.
5. Update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives regarding immigration policy, DHS civil immigration enforcement priorities, workforce changes, operational ties with partner immigration agencies, data synchronization issues across agencies, existing information technology initiatives, and other major business process reengineering initiatives underway.
6. Provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders.

3. SCOPE

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

4. PERIOD OF PERFORMANCE

Base Period: March 21, 2016 – March 20, 2017
Option Period I: March 21, 2017 – March 20, 2018
Option Period II: March 21, 2018 – March 20, 2019
Option Period III: March 21, 2020 – September 20, 2020

5. TASKS AND DELIVERABLES

Task 1 (Aspire): Update and refine mission and vision, and recommend performance metrics (Objectives 3 and 5)

The contractor will update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives (Objective 5). The contractor will also recommend performance metrics for the transformation (Objective 3). Key activities include:

- Review and analyze existing personnel, processes, tools and infrastructure used to accomplish ERO missions
- Identify impacted ERO, ICE, DHS, and external stakeholders
- Update and refine, with assistance from ICE stakeholders, a feasible, focused, and flexible vision for ERO consistent with its new mission and operational needs
- Recommend performance metrics to measure outcomes for transformational effort

Deliverables:

- Kickoff meeting
- Project plan
- Updated and refined vision and strategy
- Performance metrics

Task 2 (Assess/Architect): Complete a full assessment of ERO's organization, identify critical areas for improvement, and develop actionable recommendations (Objectives 1 and 2)

The contractor will complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas (Objective 1). Each of the areas for gap assessment will result in tangible improvement opportunities and actionable recommendations for organizational transformation (Objective 2). Key activities include:

- Examine any current ERO operational workforce analyses, and develop an ERO-wide staffing model
- Assess and determine additional ERO workforce skill requirements
- Develop workforce training and professional development opportunities
- Develop a career progression strategy
- Develop personnel and HR processes for hiring, building, and supporting a stellar workforce
- Assess ERO's organizational structure and other ICE program office management to identify potential gaps in mission-essential and mission-supporting activities
- Provide recommendations concerning restructuring ERO programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess the operating model ERO uses to identify aliens that present a public safety/national security risk
- Provide recommendations concerning restructuring ERO operating model, including programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess ERO's data management and data sharing practices
- Develop recommendations to ensure the right data and analysis is available to those who need it for enhancing core mission performance and meeting internal and external reporting requirements

Deliverables:

- A full assessment of ERO's workforce, organizational structure, operating model and IT
- Actionable recommendations to improve the effectiveness and efficiency of ERO's workforce, organizational structure, operating model and IT
- Further updated and refined vision and strategy

Task 3 (Act and Advance): Communicate, implement, and evaluate effectiveness of refined strategy and vision (Objectives 4 and 6)

The contractor will provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders (Objective 6). As part of this process, the contractor will also continue to support ERO in evaluating the effectiveness of recommendations and implementation efforts by ERO (Objective 4). Key activities include:

- Launch quick wins

- Develop the high-level implementation strategy
- Prioritize and sequence the key initiatives (timelines and milestones)
- Identify resource needs
- Refine metrics and tools to measure progress
- Create communications plans to articulate and share ERO's vision, goals, and plans with stakeholders
- Engage internal and external stakeholders to ensure awareness and support of vision and transformation
- Develop communications tools and products to articulate rationale for change and role of stakeholders in effecting change
- Codify the work performed
- Perform ongoing evaluation activities

Deliverables:

- Strategies to communicate and implement transformation
- Periodic effectiveness evaluations (one during base period and approx. every 3 months during option periods)

6. DELIVERABLE SCHEDULE

No.	Deliverable	Delivery Date
BASE PERIOD – TASK 1		
1.	Kickoff Meeting	3/25/16
2.	Project Plan	4/1/16
3.	Updated and refined vision and strategy (Obj 5)	5/13/16
4.	Performance metrics (Obj 3)	5/13/16
BASE PERIOD – TASK 2		
5.	Full assessment of ERO organization (Obj 1)	9/2/16
6.	Actionable recommendations (Obj 2)	10/28/16
7	Updated and refined vision and strategy (Obj 5)	10/28/16
BASE PERIOD – TASK 3		
8	Strategies to communicate and implement transformation (Obj 6)	12/23/16
9.	Effectiveness evaluation (Obj 4)	3/17/17
OPTION PERIOD I		
1.	Effectiveness evaluation (Obj 4)	6/16/17
2.	Effectiveness evaluation (Obj 4)	9/15/17
3.	Effectiveness evaluation (Obj 4)	12/15/17
4.	Effectiveness evaluation (Obj 4)	3/16/18
OPTION PERIOD II		
1.	Effectiveness evaluation (Obj 4)	6/15/18
2.	Effectiveness evaluation (Obj 4)	9/14/18
3.	Effectiveness evaluation (Obj 4)	12/14/18
4.	Effectiveness evaluation (Obj 4)	3/15/19
OPTION PERIOD III		
1.	Effectiveness evaluation (Obj 4)	6/14/19
2.	Effectiveness evaluation (Obj 4)	9/13/19
Bi-weekly progress meetings will occur throughout base and option periods		

Quality Assurance Surveillance Plan
ICE ERO Change Management Services
March 31, 2016

1. INTRODUCTION

This Quality Assurance Surveillance Plan has been developed to evaluate Contractor performance while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method for monitoring and evaluating the Contractor's performance for the requirements listed in the PWS.

The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. In this contract, the quality control program is the driver for service quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved after contract award provides the measures needed to lead the Contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a quality program.

2. OBJECTIVE

This plan provides a quality surveillance strategy for DHS ICE ERO Change Management Services. The primary intent of the plan is to provide a basis for the Contracting Officer's Representative (COR) evaluation of performance quality. Oversight of Contractor performance will assure quality performance. The plan will also afford the COR and Contracting Officer (CO) a productive mechanism to preclude major deficiencies in performance, provide input for annual contractor past performance evaluations, and make the determination for exercising of contract options.

3. PERFORMANCE INDICATORS (MEASURES). Surveillance of contractor performance will be performed by the appointed COR and the CO based on the surveillance methodologies identified in the Performance Requirements Summary (PRS). The following primary task areas of the contract will be the basis from which all surveillance will originate:

3.1 Kickoff meeting
3.2 Project plan
3.3 Updated and refined ERO vision and strategy development
3.4 Performance metric development for ICE ERO transformation
3.5 Full assessment of ERO organization
3.6 Actionable recommendations for ERO transformation
3.7 Strategies to communicate and implement ERO transformation
3.8 Effectiveness evaluations of ERO transformation

4. EVALUATION METHODS

The COR efforts will primarily be based on verification and monitoring of the Contractor's performance. For each deliverable outlined in Section 5, the COR will work with ERO Project Leadership to complete the "Quality Assurance Monitoring Form" (see Appendix A). This form provides a record of acceptable performance and ensures that McKinsey has met the stated objectives and/or performance standards, including cost, technical, and scheduling objectives. The COR and McKinsey's Contract Manager will retain a copy of all completed QA surveillance forms.

5. PERFORMANCE REQUIREMENT SUMMARY

The absence of any contract requirement from the PRS shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract.

DHS ICE ERO CHANGE MANAGEMENT SERVCIES PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Work to be Performed / Source of Information	Performance Standards	Accept-able Quality Levels	Delivery Date	Methods of Surveillance
Kickoff Meeting	Held within the stated timeframe Objectives for meeting outlined and met	100%	3/25/2016	Participation and direct verbal and written feedback
Project Plan	Delivered within the stated timeframe Outlines key milestones and objectives and roles / responsibilities	100%	4/1/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Updated and refined vision and strategy	Delivered within the stated timeframe Contain agreed-upon elements	100%	5/13/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Performance metrics	Delivered within the stated timeframe Contains agreed-upon elements	100%	5/13/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Full assessment of ERO organization	Delivered within the stated timeframe Contain agreed-upon elements	100%	9/2/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Actionable recommendations	Delivered within the stated timeframe	100%	10/28/2016	100% Inspection – The ERO COR shall review using the Quality

Work to be Performed / Source of Information	Performance Standards	Accept-able Quality Levels	Delivery Date	Methods of Surveillance
	Contain agreed-upon elements			Assurance Monitoring Form
Updated and refined vision and strategy	Delivered within the stated timeframe Contain agreed-upon elements	100%	10/28/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Strategies to communicate and implement transformation	Delivered within the stated timeframe Contain agreed-upon elements	100%	12/23/2016	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form
Effectiveness evaluation	Delivered within the stated timeframe Contain agreed upon elements	100%	3/17/2017	100% Inspection – The ERO COR shall review using the Quality Assurance Monitoring Form

If the deliverable is unacceptable, McKinsey will be allowed two business weeks to redress any identified shortcomings in performance at no cost to ERO.

The COR will coordinate and communicate with the McKinsey Project Manager and Contract Manager to resolve issues and concerns regarding marginal or unacceptable performance. The COR and Contractor shall jointly formulate tactical and long-term courses of action. Decisions regarding any changes to metrics, thresholds, or service levels will be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification when necessary.

APPENDIX A: QUALITY ASSURANCE MONITORING FORM

DELIVERABLE: ____

SURVEILLANCE METHOD: 100% Inspection

LEVEL OF SURVEILLANCE: Per Deliverable

ANALYSIS OF RESULTS:

Performance standard	**Quality level**
The deliverables and the related interactions between McKinsey and ERO personnel have been high quality and delivered within the timeframes outlined in the QASP.	☐ Meets Standards ☐ Does not meet Standards

Comments: ____

____

____

____

____

PREPARED BY: ___________________________________ **DATE:** _________________

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192116EROLESA0016	5. PROJECT NO. *(If applicable)*
6. ISSUED BY	CODE ICE/DCR	7. ADMINISTERED BY *(If other than Item 6)*	CODE

6. ISSUED BY:

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

(x)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
x	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004
	10B. DATED *(SEE ITEM 13)* 03/14/2016

CODE 8252293180000 | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning __________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Contracting Officer (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to add required travel funding in the amount of (b)(4) to Base Period Travel. The ceiling price for line item 10002 is increased to

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-16-F-00004/P00002	2	2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Exempt Action: N Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/20/2017 Change Item 10002 to read as follows(amount shown is the total amount):				
10002	BASE PERIOD TRAVEL				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C	192116EROLESA0027	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00004

10B. DATED *(SEE ITEM 13)*
03/14/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Decrease: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Deobligation of funds

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Contracting Officer(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to deobligate funds from CLIN 10003 in the amount of (b)(4)

All other terms and conditions remain unchanged.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)* 16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004/P00003	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/20/2017 Change Item 10003 to read as follows(amount shown is the total amount):				
10003	BASE PERIOD SURGE SERVICES				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 8

2. AMENDMENT/MODIFICATION NO. P00004

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

CODE 8252293180000

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00004

10B. DATED *(SEE ITEM 13)* 03/14/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Deobligation of funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318

COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Contracting Officer (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to update and incorporate the attached revised Performance Work Statement and Milestones Payment Plan.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

Officer)

16C. DATE SIGNED 11/14/16

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004/P00004	PAGE 2 OF 8

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Period of Performance: 03/21/2016 to 03/20/2017				

Performance Work Statement
ICE ERO Change Management Services
March 31, 2016

1. BACKGROUND

ICE ERO has a broad role across the U.S. national and homeland security landscape. Its diverse mission includes identifying and arresting aliens who present a national security, border security, or public safety risk. ERO is also responsible for pursuing and arresting alien fugitives, housing and providing for the medical care of as many as 35,000 detainees, caring for tens of thousands of unaccompanied minors during transportation, and repatriating aliens ordered removed to their country of origin. ERO manages a large geographic footprint across the continental United States and 12 overseas locations, and coordinates with multiple federal agencies, as well as state and local law enforcement. Across all these missions, ERO must navigate a complex political terrain, changing immigration policies, and the scrutiny of internal federal government partners, state and local government and law enforcement stakeholders, and private sector advocates.

ERO is under pressure to meet an evolving set of competing demands, assuming a wider law enforcement role and more highly-specialized focus areas (e.g., fugitive operations), with no let-up in current mission requirements. In the face of these challenges, ERO has begun making substantial changes to its operations and business practices, including actions on immigration policy, information technology, a single career path, and business process reengineering initiatives.

2. OBJECTIVES

ERO wishes to take a fresh look at the organization's vision and strategy, fundamentally transforming the way the organization operates while boosting employee engagement and morale. Specifically, ERO has six objectives for this effort:

1. Complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas.
2. Make actionable recommendations for ERO to make tangible improvements in critical areas identified.
3. Recommend performance metrics to measure outcomes for this transformational effort and achievable goals to define successful outcomes.
4. Provide consulting services, as requested by ERO, through the period of performance for the purpose of evaluating the effectiveness of recommendations made by the contractor and implementation efforts by ERO.
5. Update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives regarding immigration policy, DHS civil immigration enforcement priorities, workforce changes, operational ties with partner immigration agencies, data synchronization issues across agencies, existing information technology initiatives, and other major business process reengineering initiatives underway.
6. Provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders.

3. SCOPE

The scope of this PWS primarily involves the creation of a unifying strategic vision that will identify opportunities for profound change and improvement and that will guide the implementation of existing and evolving efforts. The Contractor shall provide ERO with innovative strategic consulting services to guide ICE in fundamentally changing the way ERO defines and communicates its vision, strategy, goals and objectives for the future. This task order will include assisting ERO with a strategy to hire, train, and fully develop a workforce consistent with the vision; and implementing the vision, strategy, goals, and objectives throughout ERO's organization.

This transformation includes change management practices that coordinate and leverage existing related initiatives. This scope includes managing foreseen and unforeseen challenges, providing effective oversight and guidance to all ongoing elements of transformation, and establishing and tracking performance of all activities against metrics for success.

4. PERIOD OF PERFORMANCE

Base Period: March 21, 2016 – March 20, 2017
Option Period I: March 21, 2017 – March 20, 2018
Option Period II: March 21, 2018 – March 20, 2019
Option Period III: March 21, 2020 – September 20, 2020

5. TASKS AND DELIVERABLES

Task 1 (Aspire): Update and refine mission and vision, and recommend performance metrics (Objectives 3 and 5)

The contractor will update and refine ERO's comprehensive vision and strategy by integrating existing and anticipated initiatives (Objective 5). The contractor will also recommend performance metrics for the transformation (Objective 3). Key activities include:

- Review and analyze existing personnel, processes, tools and infrastructure used to accomplish ERO missions
- Identify impacted ERO, ICE, DHS, and external stakeholders
- Update and refine, with assistance from ICE stakeholders, a feasible, focused, and flexible vision for ERO consistent with its new mission and operational needs
- Recommend performance metrics to measure outcomes for transformational effort

Deliverables:

- Kickoff meeting
- Project plan
- Updated and refined vision and strategy
- Performance metrics

Task 2 (Assess/Architect): Complete a full assessment of ERO's organization, identify critical areas for improvement, and develop actionable recommendations (Objectives 1 and 2)

The contractor will complete a full assessment of ERO's organization and identify critical areas for improvement in regards to ERO's workforce, organizational structure, operating model, information technology, and other relevant areas (Objective 1). Each of the areas for gap assessment will result in tangible improvement opportunities and actionable recommendations for organizational transformation (Objective 2). Key activities include:

- Examine any current ERO operational workforce analyses, and develop an ERO-wide staffing model
- Assess and determine additional ERO workforce skill requirements
- Develop workforce training and professional development opportunities
- Develop a career progression strategy
- Develop personnel and HR processes for hiring, building, and supporting a stellar workforce
- Assess ERO's organizational structure and other ICE program office management to identify potential gaps in mission-essential and mission-supporting activities
- Provide recommendations concerning restructuring ERO programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess the operating model ERO uses to identify aliens that present a public safety/national security risk
- Provide recommendations concerning restructuring ERO operating model, including programs and other ICE program office management to align with the organization's vision, strategy, goals and objectives
- Assess ERO's data management and data sharing practices
- Develop recommendations to ensure the right data and analysis is available to those who need it for enhancing core mission performance and meeting internal and external reporting requirements

Deliverables:

- A full assessment of ERO's workforce, organizational structure, operating model and IT
- Actionable recommendations to improve the effectiveness and efficiency of ERO's workforce, organizational structure, operating model and IT
- Further updated and refined vision and strategy

Task 3 (Act and Advance): Communicate, implement, and evaluate effectiveness of refined strategy and vision (Objectives 4 and 6)

The contractor will provide strategies for ERO to communicate and implement the updated and refined vision and strategy throughout the organization and all key stakeholders (Objective 6). As part of this process, the contractor will also continue to support ERO in evaluating the effectiveness of recommendations and implementation efforts by ERO (Objective 4). Key activities include:

- Launch quick wins

- Develop the high-level implementation strategy
- Prioritize and sequence the key initiatives (timelines and milestones)
- Identify resource needs
- Refine metrics and tools to measure progress
- Create communications plans to articulate and share ERO's vision, goals, and plans with stakeholders
- Engage internal and external stakeholders to ensure awareness and support of vision and transformation
- Develop communications tools and products to articulate rationale for change and role of stakeholders in effecting change
- Codify the work performed
- Perform ongoing evaluation activities

Deliverables:

- Strategies to communicate and implement transformation
- Periodic effectiveness evaluations (one during base period and approx. every 3 months during option periods)

6. DELIVERABLE SCHEDULE

No.	Deliverable	Delivery Date
BASE PERIOD – TASK 1		
1.	Kickoff Meeting	3/25/16
2.	Project Plan	4/1/16
3.	Updated and refined vision and strategy (Obj 5)	6/3/16
4.	Performance metrics (Obj 3)	11/18/16
BASE PERIOD – TASK 2		
5.	Full assessment of ERO organization (Obj 1)	9/2/16
6.	Actionable recommendations (Obj 2)	11/18/16
7	Updated and refined vision and strategy (Obj 5)	11/18/16
BASE PERIOD – TASK 3		
8	Strategies to communicate and implement transformation (Obj 6)	12/23/16
9.	Effectiveness evaluation (Obj 4)	3/17/17
OPTION PERIOD I		
1.	Effectiveness evaluation (Obj 4)	6/16/17
2.	Effectiveness evaluation (Obj 4)	9/15/17
3.	Effectiveness evaluation (Obj 4)	12/15/17
4.	Effectiveness evaluation (Obj 4)	3/16/18
OPTION PERIOD II		
1.	Effectiveness evaluation (Obj 4)	6/15/18
2.	Effectiveness evaluation (Obj 4)	9/14/18
3.	Effectiveness evaluation (Obj 4)	12/14/18
4.	Effectiveness evaluation (Obj 4)	3/15/19
OPTION PERIOD III		
1.	Effectiveness evaluation (Obj 4)	6/14/19
2.	Effectiveness evaluation (Obj 4)	9/13/19
Bi-weekly progress meetings will occur throughout base and option periods		

Milestone	Delivery Date	Amount
Updated and refined vision and strategy (Obj 5)	(b)(4)	
Comprehensive Status Report		
Performance metrics (Obj 3), Full assessment of ERO organization (Obj 1)		
Actionable recommendations (Obj 2), Updated and refined vision and strategy (Obj 5)		
Strategies to communicate and implement transformation (Obj 6)		
Effectiveness evaluation (Obj 4)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0018	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY *(If other than Item 6)* CODE	

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

CODE 8252293180000 FACILITY CODE

(x)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-16-F-00004
	10B. DATED *(SEE ITEM 13)* 03/14/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* IAW FAR 52.217-9

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732 (b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732- (b)(6); (b)(7)(C)

Contracting Officer (b)(6); (b)(7)(C) (202) 732-2584, (b)(6); (b)(7)(C)

The purpose of this modification is to exercise Option Year I. The total amount of CLIN 2001, Option Year I, has been reduced from (b)(4) in accordance with Vendor final quote dated December 12, 2016, for logical follow-on task order #HSCECR-17-F-00003, "Enforcement and Removal Operations Transformation 2.0."
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)	16C. DATE SIGNED

Previous edition unusable

RM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-16-F-00004/P00005	2	2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/20/2018 Change Item 20001 to read as follows(amount shown is the total amount):				
20001	OPTION PERIOD I CHANGE MANAGEMENT SERVICES PERIOD OF PERFORMANCE: 3/21/2017 - 3/20/2018 Funded amount: (b)(4) Change Item 20002 to read as follows(amount shown is the total amount):				(b)(4)
20002	OPTION PERIOD I TRAVEL Amount: (b)(4) (Option Line Item) 04/20/2017				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00004

10B. DATED *(SEE ITEM 13)*
03/14/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule
Net Decrease: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Deobligation of funds

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR:(b)(6); (b)(7)(C) (202) 732(b)(6); (b)(7)(C)

Contracting Officer(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to deobligate funds from CLINs 1001 and 1002 in the amount of (b)(4)

All other terms and conditions remain unchanged.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*

(b)(6); (b)(7)(C)

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004/P00006	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Sensitive Award: NONE Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/20/2018 Change Item 10001 to read as follows(amount shown is the total amount):				
10001	BASE PERIOD CHANGE MANAGEMENT SERVICES				(b)(4)
	Change Item 10002 to read as follows(amount shown is the total amount):				
10002	BASE PERIOD TRAVEL				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118EROLESA0041	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00004

10B. DATED *(SEE ITEM 13)*
03/14/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Decrease: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 4.804

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Alt. COR:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to close out this task order and deobligate the remaining funds in accordance with the closeout procedures of FAR 4.804. All deliverables have been received and all invoices have been paid. With this closeout modification, the contractor hereby releases the Government from any and all liability under this award.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B.	16C. DATE SIGNED May 30, 2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004/P00008

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funds are deobligated in the amount of (b)(4)				
	All other terms and conditions remain unchanged. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E)				
	FOB: Destination Period of Performance: 03/21/2016 to 03/27/2018				
	Change Item 20001 to read as follows(amount shown is the total amount):				
20001	OPTION PERIOD I CHANGE MANAGEMENT SERVICES				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this administrative modification is to incorporate the attached Milestone Payment Plan.

All other terms and conditions remain the same.
Exempt Action: N
Period of Performance: 01/03/2017 to 10/09/2017

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

Officer)

16C. DATE SIGNED
2/6/17

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Milestone Payment Schedule
ICE ERO Transformation Task 3, TCO Procurement Strategy, and Talent Management Strategy
January 4, 2017

Task 3: Pilot, refine, and implement the Task 2 recommendations

Deliverable	Delivery Date	Amount
STEP 1a		
Progress update	1/30/17	(b)(4)
Progress update	2/27/17	
Progress update	3/27/17	
Draft set of materials to support roll out of ERO 2.0. These materials could include, for example: “week in the life” depictions of key roles (e.g., FODs, SDDOs), “how to” guides for key processes (e.g., enforcement, removals, performance management), job aides (e.g., simple reference guides for front-line staff), and communications materials	4/24/17	
Successful “alpha” test of the new model		
STEP 1b		
Progress update	5/22/17	
Successful “beta” test of the new model	6/19/17	
Refined recommendations, based on learnings from the pilot		
Refined set of materials, based on learnings from the pilot		
Refined implementation strategies (e.g., master schedule of overall implementation timing, sequencing of key initiatives, resource needs), based on learnings from the pilot		
STEP 2a		
Progress update	7/17/17	
Bootcamp training materials for ERO individuals leading the charge. These materials would include both “hard” skills (e.g., instruction on the new enforcement and removals processes) and “soft” skills (e.g., change management, influencing, feedback and coaching)	8/14/17	
STEP 2b		
Progress update	9/11/17	
Successful implementation of the new model in Wave 1 field offices	10/9/17	
Refined set of materials, based on learnings from Wave 1		

Task 4: Improve ICE's and ERO's procurement strategy (most notably in detention), and transition to a Total Cost of Ownership approach

Deliverable	Delivery Date	Amount
STEP 1		
Detailed should cost estimate for the focus service in each contract.	2/27/17	(b)(4)
Estimate of opportunity across all procurement by extrapolating based on findings from sample set of 3-4 contracts.		
STEP 2		
Prioritized lists of the requirements for modeling TCO across mission lifecycle.	4/10/17	
Set of logic flows that collectively illustrate the relationships to be captured by a MVP version of a TCO model, including the initial data sets that feed the TCO estimate, as defined by requirements established in the first stage		
Data sets to be used in developing a TCO estimate for ICE, including both cost and performance factors, as well as a list of data gaps and potential workarounds or recommendations for future data collection to fill those gaps.		
MVP version of a TCO model, including the specific data sets required as inputs, the levers available to users, and the desired outputs.	5/22/17	
Perspective on the total value at stake and how ICE can capture		
STEP 3		
Negotiation strategy to capture value from the "should cost" analysis for 3 – 4 priority contracts from Step 1, including a summary of sources of leverage in negotiation	5/22/17	Included in above amount
Negotiation "script" for 3 – 4 priority contracts from Step 1		
Capability building workshops for negotiation & contract analysis team to build skills to manage negotiations and achieve "best value" outcome for ICE		
Recommendation on which contracts OAQ should prioritize going forward for analysis based on both size of potential opportunity and contract timing		
Process to use TCO model, should cost, and other procurement tools to regularly assess and improve value gained from high priority ICE spend areas		
STEP 4		
Evaluation of ICE pricing tools and databases versus best-in-class for obtaining optimal pricing / should cost estimates	5/22/17	Included in above amount
Evaluation of ICE capabilities vs. those required to obtain best-in-class pricing; summary of gaps that must be closed to reach best-in-class		
Evaluation of how ICE sets priorities for which contracts to conduct price analysis; evaluation of ICE effectiveness in closing difference between today's price vs. should cost		
Evaluation of ICE metrics / tracking methodology for driving "best value" vs. those used by organizations that achieve best-in-class pricing, including use / effectiveness of management tools such as dashboards		
Evaluation of how effectively OAQ organization engages with ICE/ERO leadership and other stakeholders (e.g., AORs) to build excitement and gain buy in for its efforts – or to push for best value procurement decisions		
Evaluation of OAQ organization roles and responsibilities versus organizations that achieve best-in-class pricing		

Task 5: Enhance talent management for all employees, by investing significantly in recruiting, hiring, and developing front-line staff, supervisors, and leaders

Deliverable	Delivery Date	Amount
STEP 1		
Factual baseline and assessment of current talent management processes, systems and practices across levels and segments	2/13/17	(b)(4)
Prioritized set of gaps that must be addressed in Step Two		
Talent management strategy with analysis and references	3/13/17	
Detailed recommendations on changes needed to existing practices, processes, and systems required to close key gaps		
Alignment across key stakeholders on overall vision for talent management and key gaps and capabilities that need to be addressed		
STEP 2		
Identification of ERO leadership sponsors to carry initiatives through to national level implementation	4/17/17	
Prioritized set of initiatives, with some initiatives piloted and adjustments made based on findings	5/22/17	
Communications materials to provide an understanding of the changes and effort by ERO's staff		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0017	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*   Net Increase: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
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	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide incremental funding to CLINs 1001, 2001, and 3001.

All other terms and conditions remain the same.
Exempt Action: N Sensitive Award: NONE
Discount Terms:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*
(b)(6); (b)(7)(C)

15C. DATE SIGNED
2/16/17

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)
(Signature of Contracting Officer)

16C. DATE SIGNED
02/16/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-17-F-00003/P00002	2	2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/09/2017				
	Change Item 1001 to read as follows(amount shown is the obligated amount):				
1001	Transformation Task 3 Step 1a: Test and refine the Task 2 recommendations in one 'alpha' pilot site Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4)				(b)(4)
	Change Item 2001 to read as follows(amount shown is the obligated amount):				
2001	Total Cost of Ownership Procurement Strategy Step 1 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4)				
	Change Item 3001 to read as follows(amount shown is the obligated amount):				
3001	Talent Management Strategy Step 1: Strategy Development Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0021	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.217-9

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to accomplish the following:

1) provide incremental funding in the amount of (b)(4) to CLIN 1001, Transformation Task 3. This CLIN is now fully funded.

2) exercise CLIN 2002, Total Cost of Ownership Step 2. Incremental funding is provided in
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

(Signature of Contracting Officer)

16C. DATE SIGNED

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00003	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the amount of (b)(4) 3) exercise CLIN 3002, Talent Management Strategy Step 2. Incremental funding is provided in the amount of (b)(4) All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/09/2017 Change Item 1001 to read as follows(amount shown is the obligated amount):				
1001	Transformation Task 3 Step 1a: Test and refine the Task 2 recommendations in one 'alpha' pilot site Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Change Item 2002 to read as follows(amount shown is the obligated amount):				(b)(4)
2002	Total Cost of Ownership Procurement Strategy Steps 2-4 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Change Item 3002 to read as follows(amount shown is the obligated amount):				
3002	Talent Management Strategy Step 2: Strategy Implementation Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 3

2. AMENDMENT/MODIFICATION NO.: P00004

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: See Schedule

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*: 12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.217-9

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to accomplish the following:

1) Exercise CLIN 1002 and provide incremental funding in the amount of (b)(4)

2) Provide incremental funding in the amount of (b)(4) to CLIN 2002.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*: (b)(6); (b)(7)(C)

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: (b)(6); (b)(7)(C)

15B. *(Signature of person authorized to sign)*

15C. DATE SIGNED: 5/3/2017

16B. *(Signature of Contracting Officer)*

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00004

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3) Provide incremental funding in the amount of (b)(4) to CLIN 3002. All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/09/2017 Change Item 1002 to read as follows(amount shown is the obligated amount):				
1002	Transformation Task 3 Step 1b: Test and refine the Task 2 recommendations in two 'beta' pilot sites Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Requisition No: 192117EROLESA0026 Change Item 2002 to read as follows(amount shown is the obligated amount):				(b)(4)
2002	Total Cost of Ownership Procurement Strategy Steps 2-4 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Requisition No: 192117EROLESA0021, 192117EROLESA0026 Continued ...				(b)(4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-17-F-00003/P00004	3	3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 3002 to read as follows(amount shown is the obligated amount):				
3002	Talent Management Strategy Step 2: Strategy Implementation Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Requisition No: 192117EROLESA0021, 192117EROLESA0026				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. P00005

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0021

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.212-4(c)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to extend the period of performance for CLINs 2002 and 3002 at no additional cost to the Government. The period of performance for these CLINS is as follows:

CLIN 2002 - 2/28/2017 - 6/12/2017
CLIN 3002 - 3/14/2017 - 6/12/2017
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*

(b)(6); (b)(7)(C)

16C. DATE SIGNED

M 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Previous edition unusable

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00005	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/09/2017 Change Item 2002 to read as follows(amount shown is the obligated amount):				
2002	Total Cost of Ownership Procurement Strategy Steps 2-4 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Change Item 3002 to read as follows(amount shown is the obligated amount):				(b)(4)
3002	Talent Management Strategy Step 2: Strategy Implementation Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0032	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule
Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.217-9

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide incremental funding in the amount of (b)(4) to CLIN 1002. This CLIN is now fully funded through the full period of performance (April 25, 2017 - June 19, 2017).

All other terms and conditions remain the same.
Exempt Action: N Sensitive Award: NONE
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00006	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/09/2017 Change Item 1002 to read as follows(amount shown is the obligated amount):				
1002	Transformation Task 3 Step 1b: Test and refine the Task 2 recommendations in two 'beta' pilot sites Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00007

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
192117EROLESA0033

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule
Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.217-9

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide incremental funding in the amount of (b)(4) to CLIN 1003 and to extend the expiration of this task order to 8/14/17.

All other terms and conditions remain the same.
Exempt Action: N Sensitive Award: NONE
Discount Terms:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. *(Signature of Contracting Officer)*

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-17-F-00003/P00007	2	2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/09/2017				
	Change Item 1003 to read as follows(amount shown is the obligated amount):				
1003	Transformation Task 3 Step 2a: Support wave implementation and build capabilities in 4 Wave 1 sites Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 4
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0044	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR	

6. ISSUED BY:
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY:
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003
	10B. DATED *(SEE ITEM 13)* 12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 8.405-6(a)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732 (b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732- (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732- (b)(6); (b)(7)(C)

The purpose of this modification is to extend services for TCO Procurement and Talent Management Strategies. These services are provided in accordance with the vendor's technical quote which was submitted on June 14, 2017, and is hereby incorporated by reference. Prices for the extended services CLINs are in accordance with the vendor's updated price quote, submitted on June 20, 2017.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)* (b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00008	PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/03/2017 to 04/07/2018 Add Item 2003 as follows:				
2003	Total Cost of Ownership Procurement Strategy Step 5a: Complete first wave of value capture and prepare to implement new procurement operating model Period of Performance: 6/29/17 - 8/10/17 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: (b)(7)(E) Funded: (b)(4) Add Item 2004 as follows:				(b)(4)
2004	Total Cost of Ownership Procurement Strategy Step 5b: Complete second wave of value capture and implement new procurement operating model Period of Performance: 8/11/17 - 10/20/17 Amount: (b)(4) (Option Line Item) 08/09/2017 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4) Add Item 2005 as follows:				(b)(4)
2005	Total Cost of Ownership Procurement Strategy Step 6: Expand value capture and implement the overall strategy Period of Performance: 10/21/17 - 2/10/18 Amount: (b)(4) (Option Line Item) 02/09/2018 Continued ...				(b)(4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00008	PAGE 3	OF 4

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4) Add Item 3003 as follows:				
3003	Talent Management Strategy Step 3A: Begin implementing immediate improvements to streamline the hiring process Period of Performance: 6/29/17 - 8/24/17 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: (b)(7)(E) Funded: (b)(4) Add Item 3004 as follows:				(b)(4)
3004	Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process Period of Performance: 8/25/17 - 11/17/17 Amount: (b)(4) (Option Line Item) 08/24/2017 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4) Add Item 3005 as follows:				(b)(4)
3005	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team A Portion) Period of Performance: 11/18/17 - 4/7/18 Amount: (b)(4) (Option Line Item) 11/19/2017 Continued ...				(b)(4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-17-F-00003/P00008	4	4

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4) Add Item 3006 as follows:				
3006	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team E Portion) Period of Performance: 11/18/17 - 4/7/18 Amount: (b)(4) (Option Line Item) 11/19/2017 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 4

2. AMENDMENT/MODIFICATION NO. P00009

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)* 12/26/2016

CODE 8252293180000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.212-4(c)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to extend the period of performance for CLINs 2003 and 3003 by eight days at no additional cost to the Government. These dates of performance are in accordance with the Milestone Payment Schedule dated July 7, 2017. The period of performance for all CLINs impacted by this extension are as follows:

CLIN 2003 - 6/29/17-8/18/17
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*
(b)(6); (b)(7)(C)

15C. DATE SIGNED 7/11/2017

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)

(Signature of Contracting Officer)

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00010	See Block 16C	192117EROLESA0047	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.217-9

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to obligate funding in the amount of (b)(4) to CLIN 1003. This CLIN is now fully funded through the full period of performance (6/20/17 - 8/14/17).

All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	*(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00010	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 09/01/2017 Change Item 1003 to read as follows(amount shown is the obligated amount):				
1003	Transformation Task 3 Step 2a: Support wave implementation and build capabilities in 4 Wave 1 sites Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0054	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.217-9

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return ____________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to exercise CLINs 1004 and 2004. Funding is provided for CLIN 1004 up to 10/9/2017 and for CLIN 2004 up to 10/27/2017. Funds are being obligated as shown below.

All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	*(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-17-F-00003/P00011	2	2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/27/2017				
	Change Item 1004 to read as follows(amount shown is the obligated amount):				
1004	Transformation Task 3 Step 2b: Support wave implementation and build capabilities in additional 1 Wave 1 site (San Antonio) Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)
	Change Item 2004 to read as follows(amount shown is the obligated amount):				
2004	Total Cost of Ownership Procurement Strategy Step 5b: Complete second wave of value capture and implement new procurement operating model Period of Performance: 8/19/17 - 10/27/17 Fully Funded Obligation Amount:(b)(4) Incrementally Funded Amount:(b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117EROLESA0058	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.217-9

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ________________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide funds for CLINs 1004 and 2004. Funds are being obligated as shown below.

All other terms and conditions remain the same.

Exempt Action: N Sensitive Award: NONE
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00012

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 10/27/2017				
	Change Item 1004 to read as follows(amount shown is the obligated amount):				
1004	Transformation Task 3 Step 2b: Support wave implementation and build capabilities in additional 1 Wave 1 site (San Antonio) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)
	Change Item 2004 to read as follows(amount shown is the obligated amount):				
2004	Total Cost of Ownership Procurement Strategy Step 5b: Complete second wave of value capture and implement new procurement operating model Period of Performance: 8/19/17 - 10/27/17 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118EROLESA0001	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

CODE 8252293180000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule
Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.217-9

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to extend services for Task 3. These services are provided in accordance with the vendor's technical quote which was submitted on October 16, 2017, and is hereby incorporated by reference. Prices for the extended service CLINs are in accordance with the vendors updated price quote, submitted on October 16, 2017.

All other terms and conditions remain the same.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00013	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 FOB: Destination Period of Performance: 01/03/2017 to 01/23/2018 Add Item 1005 as follows:				
1005	Step 3: Focused capability building for Wave & Data Driven Management teams + HQ wave planning Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Delivery: 30 Days After Award Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Add Item 1006 as follows:				(b)(4)
1006	Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution Amount: (b)(4) (Option Line Item) 01/15/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00014

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

CODE 8252293180000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning __________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 43.103(a)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to extend the period of performance of CLIN 2004 at no additional cost to the Government. The period of performance is as follows:

CLIN 2004: 8/19/17 - 11/3/17

All other terms and conditions remain the same.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*

(b)(6); (b)(7)(C)

16C. DATE SIGNED

Previous edition unusable

M 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00014	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 01/23/2018				
	Change Item 2004 to read as follows(amount shown is the obligated amount):				
2004	Total Cost of Ownership Procurement Strategy Step 5b: Complete second wave of value capture and implement new procurement operating model Period of Performance: 8/19/17 - 11/3/17 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00015	See Block 16C		

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 43.103(a)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to extend the period of performance of CLIN 1005 and 1005 at no additional cost to the Government. The period of performance is as follows:

CLIN 1005: 10/24/17 - 3/31/18
CLIN 1006: 4/1/18 - 6/30/18

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)	
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00015

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/03/2017 to 03/31/2018 Change Item 1005 to read as follows(amount shown is the obligated amount):				
1005	Step 3: Focused capability building for Wave & Data Driven Management teams + HQ wave planning Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 1006 to read as follows(amount shown is the obligated amount):				(b)(4)
1006	Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution Amount: (b)(4) (Option Line Item) 01/15/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES	1 2
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118EROLESA0016	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR	

6. ISSUED BY:
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY:
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Incremental Funding

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide funds for CLIN 1005. Funds are obligated as shown below.

All other terms and conditions remain the same.
Exempt Action: N Sensitive Award: NONE
Discount Terms:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-17-F-00003/P00016	2	2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 03/31/2018 Change Item 1005 to read as follows(amount shown is the obligated amount):				
1005	Step 3: Focused capability building for Wave & Data Driven Management teams + HQ wave planning Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118EROLESA0021	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule
Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Incremental Funding

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ____________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide funds for CLIN 1005.

All other terms and conditions remain the same.
Exempt Action: N Sensitive Award: NONE
Discount Terms:
Net 30
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	16B. *(Signature of Contracting Officer)*
15C. DATE SIGNED	16C. DATE SIGNED 2/7/2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00017	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 03/31/2018 Change Item 1005 to read as follows(amount shown is the obligated amount):				
1005	Step 3: Focused capability building for Wave & Data Driven Management teams + HQ wave planning				(b)(4)

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES: 1 of 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00018	See Block 16C	192118EROLESA0023	

6. ISSUED BY — CODE: ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* — CODE: ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE: 8252293180000 — FACILITY CODE:

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule — Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* 52.217-9

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to exercise CLIN 1006. The period of performance for CLIN 1006 is 4/1/2018 - 6/30/18. The period of performance of this order is extended to 6/30/2018. Funding is provided as shown below.

All other terms and conditions remain the same.
Exempt Action: N Sensitive Award: NONE
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16C. DATE SIGNED 2/26/2018
	(Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00018

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018 Change Item 1006 to read as follows(amount shown is the obligated amount):				
1006	Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution Period of Performance: 4/1/2018 - 6/30/2018 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
P00019

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
192118OHC06090051

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

CODE 8252293180000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule
Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.217-9

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return ____________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to:

1) Exercise and fully fund optional CLIN 3004 at (b)(4) The new period of performance (POP) for CLIN 3004 is 3/19/2018 - 6/10/2018.

2) Modify the POP for unexercised optional CLINs 3005 and 3006. The POP for both CLINs is
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED
3/14/2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00019	PAGE 2	OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	now 6/11/2018 - 10/28/2018. All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018 Change Item 3004 to read as follows(amount shown is the obligated amount):				
3004	Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process Period of Performance: 3/19/2018 - 6/10/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 3005 to read as follows(amount shown is the obligated amount):				(b)(4)
3005	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team A Portion) Period of Performance: 6/11/2018 - 10/28/2018 Amount: (b)(4) (Option Line Item) 11/24/2017 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4) Change Item 3006 to read as follows(amount shown is the obligated amount):				(b)(4)
3006	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team E Portion) Continued ...				(b)(4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00019	PAGE 3	OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 6/11/2018 - 10/28/2018 Amount: (b)(4) (Option Line Item) 11/24/2017 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00020	See Block 16C	192118EROLESA0031	

6. ISSUED BY CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536	ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED (SEE ITEM 13)
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return ____________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide incremental funds to CLIN 1006 in the amount of (b)(4) Total funds for this order are as follows:

From: (b)(4)
By:
To:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6); (b)(7)(C)	
	16C. DATE SIGNED April 19, 2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00020	PAGE 2	OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This modification also updates the POP for CLINs 3004, 3005, and 3006. The current CLIN, CLIN 3004, is being extended by two weeks at no cost to the Government. The POP for CLINs 3005 and 3006 will shift by two weeks but will not be extended beyond their original duration of 20 weeks. The POP for these CLINs is now as follows: CLIN 3004: 3/19/2018 - 6/24/2018 CLIN 3005: 6/25/2018 - 11/12/2018 CLIN 3006: 6/25/2018 - 11/12/2018 All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018 Change Item 1006 to read as follows(amount shown is the obligated amount):				
1006	Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution Period of Performance: 4/1/2018 - 6/30/2018 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 3004 to read as follows(amount shown is the obligated amount):				(b)(4)
3004	Talent Management Strategy Step 3b: Continue implementing immediate Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-17-F-00003/P00020

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	improvements to streamline the hiring process Period of Performance: 3/19/2018 - 6/24/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 3005 to read as follows(amount shown is the obligated amount):				
3005	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team A Portion) Period of Performance: 6/25/2018 - 11/12/2018 Amount: (b)(4) (Option Line Item) 05/25/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4) Change Item 3006 to read as follows(amount shown is the obligated amount):				(b)(4)
3006	Talent Management Strategy Step 4: Sustain and continually improve hiring operations (Team E Portion) Period of Performance: 6/25/2018 - 11/12/2018 Amount: (b)(4) (Option Line Item) 05/25/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Accounting Info: Funded: (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118EROLESA0034	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Incremental Funding

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return ______________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) 202) 732-(b)(6); (b)(7)(C)
Contract Specialist:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide incremental funds to CLIN 1006 in the amount of (b)(4) Total funds for this order are as follows:

From: (b)(4)
By:
To:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED May 16, 2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS-10F-0118S/HSCECR-17-F-00003/P00021	2	2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 06/30/2018 Change Item 1006 to read as follows(amount shown is the obligated amount):				
1006	Step 4: Quality assurance across ERO 2.0 Field Waves and Data Driven Management + HQ wave execution Period of Performance: 4/1/2018 - 6/30/2018 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR	7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536	ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)* MCKINSEY COMPANY INC WASHINGTON DC 1200 19TH ST NW SUITE 1100 WASHINGTON DC 200362412	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0118S HSCECR-17-F-00003
CODE 8252293180000 FACILITY CODE		10B. DATED *(SEE ITEM 13)* 12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.212-4(c)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to provide a no-cost extension of performance to July 13, 2018.

All other terms and conditions remain the same.
Exempt Action: N Sensitive Award: NONE
Delivery: 30 Days After Award
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)	16C. DATE SIGNED June 29, 2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00022	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 01/03/2017 to 07/13/2018 Change Item 3004 to read as follows(amount shown is the obligated amount):				
3004	Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process Period of Performance: 3/19/2018 - 7/13/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1	3
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*	
6. ISSUED BY	CODE ICE/DCR	7. ADMINISTERED BY *(If other than Item 6)*	CODE	

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
ATTN (b)(6); (b)(7)(C)
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 20036

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00004

10B. DATED *(SEE ITEM 13)*
03/14/2016

CODE 8252293180000 | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 43.103(b)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Alt. COR:(b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
Contracting Officer (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

The purpose of this modification is to extend the period of performance of CLINs 2001, 2002, 2003, 3001, 3002, and 3003 at no additional cost to the Government. The period of performance for these CLINs is as follows:

CLIN 2001: 3/21/2017 - 3/27/2018
CLIN 2002: 3/21/2017 - 3/27/2018
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B.	16C. DATE SIGNED March 20, 2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-10F-0118S/HSCECR-16-F-00004/P00007

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CLIN 2003: 3/21/2017 - 3/27/2018 CLIN 3001: 3/28/2018 - 3/20/2019 CLIN 3002: 3/28/2018 - 3/20/2019 CLIN 3003: 3/28/2018 - 3/20/2019 All other terms and conditions remain unchanged. Exempt Action: N Sensitive Award: NONE Discount Terms: Net 30 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 03/21/2016 to 03/27/2018 Change Item 20001 to read as follows(amount shown is the total amount):				
20001	OPTION PERIOD I CHANGE MANAGEMENT SERVICES PERIOD OF PERFORMANCE: 3/21/2017 - 3/27/2018 Funded amount: (b)(4) Change Item 20002 to read as follows(amount shown is the total amount):				(b)(4)
20002	OPTION PERIOD I TRAVEL Amount: (b)(4) (Option Line Item) 04/20/2017 Change Item 20003 to read as follows(amount shown is the total amount):				
20003	OPTION PERIOD I SURGE SERVICES Amount: (b)(4) (Option Line Item) 02/20/2017 Change Item 30001 to read as follows(amount shown is the total amount):				
30001	OPTION PERIOD II CHANGE MANAGEMENT SERVICES Amount: (b)(4) (Option Line Item) 02/20/2018 Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00004/P00007	PAGE 3	OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 30002 to read as follows(amount shown is the total amount):				
30002	OPTION PERIOD II TRAVEL Amount: (b)(4) (Option Line Item) 02/20/2018				(b)(4)
	Change Item 30003 to read as follows(amount shown is the total amount):				
30003	OPTION PERIOD II SURGE SERVICES Amount: (b)(4) (Option Line Item) 02/20/2018				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR	

6. ISSUED BY
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00001

10B. DATED *(SEE ITEM 13)*
10/21/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ____________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 42.708

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return ____________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

The purpose of the modification is to close out the terminated task order.
Exempt Action: Y
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00001/P00002	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/23/2015 to 10/22/2016				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 11/23/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00001

10B. DATED *(SEE ITEM 13)*
10/21/2015

CODE 8252293180000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Decrease: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.212-4(l)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

The purpose of the modification is to terminate this task order for the convenience of the Government and to deobligate all previously obligated funds in the amount of (b)(4)
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00001/P00001	PAGE 2	OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y LIST OF CHANGES: Reason for Modification : Terminate for Convenience (complete or partial) Total Amount for this Modification: (b)(4) New Total Amount for this Version (b)(4) New Total Amount for this Award: (b)(4) Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b)(4) Total Amount changed from (b)(4) Obligated Amount for this modification: (b)(4) CHANGES FOR DELIVERY LOCATION: ICE/ERO Amount changed from (b)(4) CHANGES FOR ACCOUNTING CODE: (b)(7)(E) Quantity changed from (b)(4) Amount changed from (b)(4) Percent changed from (b)(4) CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from (b)(4) Obligated Amount for this modification: (b)(4) CHANGES FOR ACCOUNTING CODE: (b)(7)(E) Amount changed from (b)(4) Percent changed from (b)(4) CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) Obligated Amount for this modification: (b)(4) CHANGES FOR ACCOUNTING CODE: (b)(7)(E) Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00001/P00001	PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E) Amount changed from (b)(4) Percent changed from Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536 Accounting Info: (b)(7)(E) Period of Performance: 10/23/2015 to 10/22/2016 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Base Year Services		(b)(4)		
	Change Item 0002 to read as follows(amount shown is the total amount):				
0002	Base Year Travel Not to Exceed (b)(4) and to be approved by the COR (SOW 11.0)				
	Change Item 0003 to read as follows(amount shown is the total amount):				
0003	Base Year Surge Not to (b)(4) of Line Item 0001 and to be approved by the COR				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.
P00003

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000
FACILITY CODE

(x)

☐ 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-16-F-00001

10B. DATED *(SEE ITEM 13)*
10/21/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 42.708

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ________ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)

Alt. COR: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

The purpose of the modification is to complete the close out of this task order which was terminated for the convenience of the Government.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-16-F-00001/P00003	PAGE 2	OF 2

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Sensitive Award: NONE Period of Performance: 10/23/2015 to 11/23/2015				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119EROLESATAL1	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6); (b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MCKINSEY COMPANY INC WASHINGTON DC
1200 19TH ST NW
SUITE 1100
WASHINGTON DC 200362412

CODE 8252293180000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-10F-0118S
HSCECR-17-F-00003

10B. DATED *(SEE ITEM 13)*
12/26/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning ________ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Decrease: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 4.804

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 825229318
CO (b)(6); (b)(7)(C) 202-732-(b)(6); (b)(7)(C)
CS: (b)(6); (b)(7)(C) 202-732-(b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C) 202-732-(b)(6); (b)(7)(C)

The purpose of this modification is to close out this award and deobligate the remaining funds in accordance with the closeout procedures of FAR 4.804. All deliverables have been received and all invoices have been paid. With this closeout modification, the contractor hereby releases the Government from any and all liability under this award.

Funds are deobligated in the amount of (b)(4)
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* (b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00023	PAGE 2	OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Discount Terms: Net 30 Period of Performance: 01/03/2017 to 07/13/2018 Change Item 1005 to read as follows(amount shown is the obligated amount):				
1005	Step 3: Focused capability building for Wave & Data Driven Management teams + HQ wave planning Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 3004 to read as follows(amount shown is the obligated amount):				(b)(4)
3004	Talent Management Strategy Step 3b: Continue implementing immediate improvements to streamline the hiring process Period of Performance: 3/19/2018 - 7/13/2018 Product/Service Code: R799 Product/Service Description: SUPPORT- MANAGEMENT: OTHER Continued ...				(b)(4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-10F-0118S/HSCECR-17-F-00003/P00023	PAGE 3	OF 3

NAME OF OFFEROR OR CONTRACTOR
MCKINSEY COMPANY INC WASHINGTON DC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4)				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110